

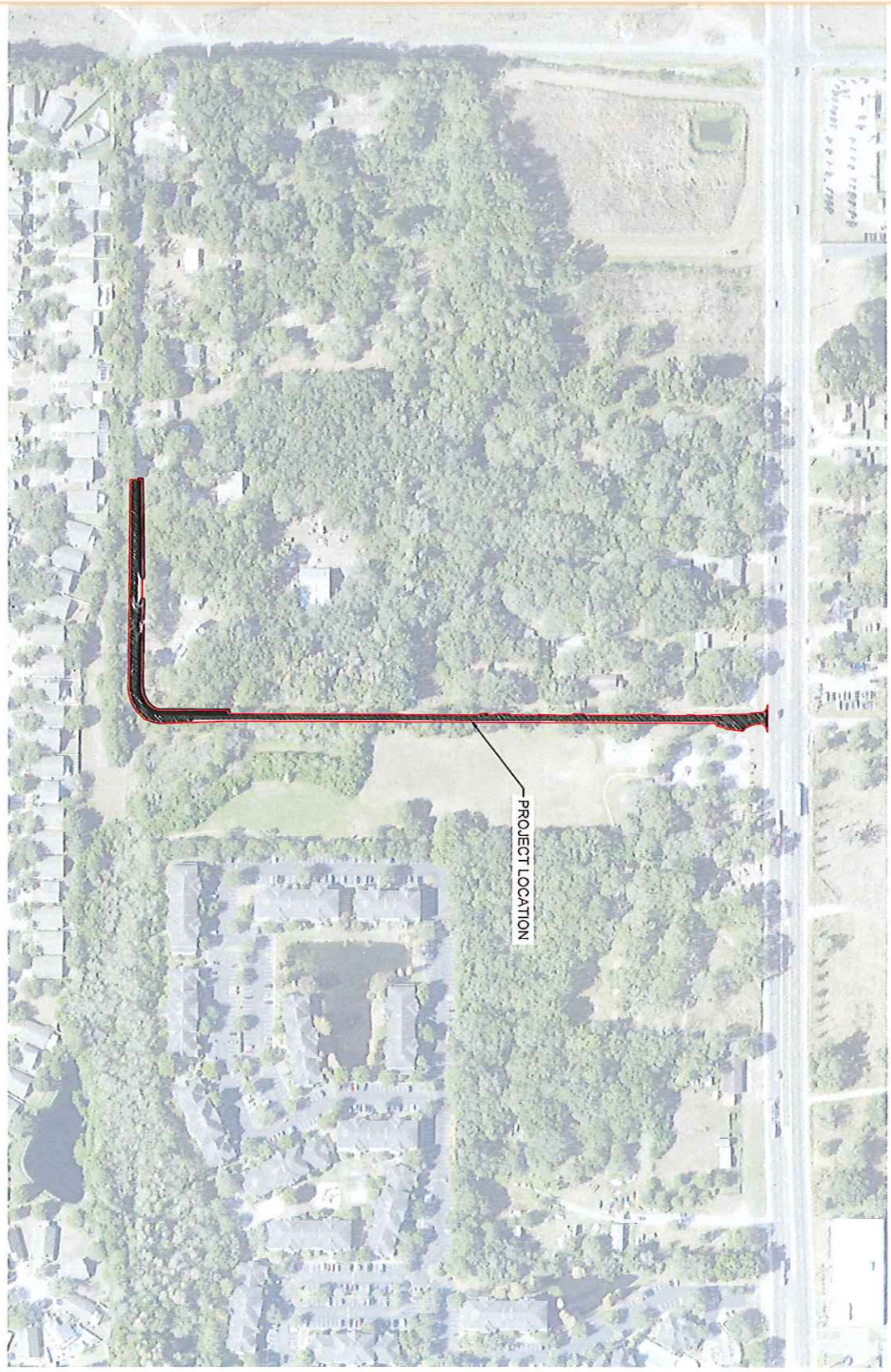
SUBJECT: Bivona Apartments 90th St & 32nd Ave Improvements
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 8, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (off-site roadway, drainage and sidewalk) 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 Bivona Apartments 90th St & 32nd Ave Improvements, located in Section 36, Township 29, and Range 19. 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 \$35,944.40 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:


On December 15, 2020, Permission to construct was issued for Bivona Apartments 90th St & 32nd Ave Improvements. 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 Causeway Residences, LLC and the engineer is LevelUp Consulting, LLC.



PREPARED FOR:
LIV

PROJECT NAME:
90TH ST. & 32ND AVE.

DRAWING TITLE:
VICINITY MAP



SCALE IN FEET

0 100 200 400



LEVELUP
CONSULTING, LLC

505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

PROJECT No. 001-01-01
SHEET 1 of 1

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

This Agreement made and entered into this ____ day of August, 2021, by and between Causeway Residences, 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 Bivona Apartments, 90th Street and 32nd Avenue Improvements; 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 Bivona Apartments, 90th Street and 32nd Avenue Improvements are as follows: Off-Site road, sidewalk, and drainage improvements to 90th Street and 32nd 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 7/30/20, with Causeway Residences, LLC as Principal, and Endurance Assurance Corporation as Surety, or _____
 - c. Cashier/Certified Check, number _____, dated _____, 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 ____ day of August, 2021.

ATTEST:

OWNER/DEVELOPER:


Witness


Authorized Corporate Officer or Individual


Witness

Robert B. Crumpton III
Name (typed, printed or stamped)

NOTARY PUBLIC

2204 Lakeshore Dr #450, Birmingham, AL 35209
Address of Signer

205-484-2840
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

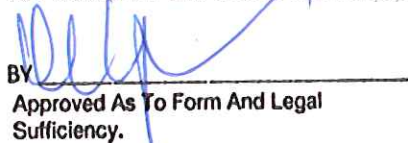
Cindy Stuart, Clerk of
the Circuit Court

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.

Representative Acknowledgement

STATE OF FLORIDA A
COUNTY OF HILLSBOROUGH JEFFERSON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
6th day of AUGUST, 2021, by ROBB CRUMPTON as
(day) (month) (year) (name of person acknowledging)
MANAGER for CAUSEWAY RESIDENCES 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

Brent Davis
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)



(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)

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Causeway Residences, LLC called the Principal and Endurance Assurance Corporation called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Thirty Five Thousand, Nine Hundred and Forty Four Dollars and Forty Cents (\$35,944.40) 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 road, sidewalk, and drainage improvements to 90th Street and 32nd Avenue) for maintenance constructed in conjunction with the site known as Bivona Apartments, 90th Street and 32nd Avenue Improvements; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (Off-Site road, sidewalk, and drainage improvements to 90th Street and 32nd Avenue) 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 Bivona Apartments, 90th Street and 32nd Avenue Improvements 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;

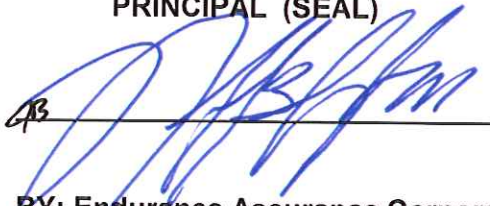
THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 8, 2025.

SIGNED, SEALED AND DATED this _____ 30th _____ day of _____ July _____, 20__ 21__.

ATTEST:

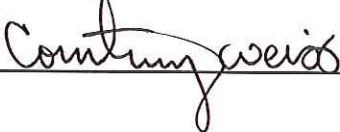


**BY: Causeway Residences, LLC
PRINCIPAL (SEAL)**



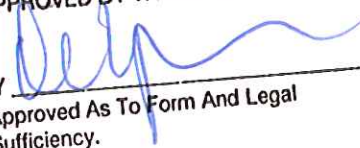
**BY: Endurance Assurance Corporation
SURETY (SEAL)**

ATTEST:




Richard H. Mitchell, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Robert R. Freel, Anna Childress, Alisa B. Ferris as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION DOLLARDS (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of July 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Bivona Apartments 90th St. & 32nd Avenue Improvements

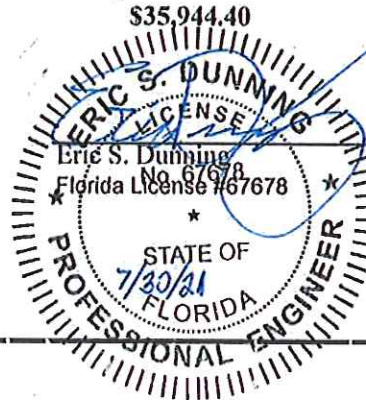
Warranty Bond Calculation Construction costs for the streets and drainage

SUMMARY

Paving and Grading	\$225,671.00
Stormwater	\$133,773.00
Total	\$359,444.00

Warranty Bond Amount (10% of total)

\$35,944.40



PAVING AND GRADING

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
1	Saw Cut Pavement	5	EA	\$ 880.00	\$ 4,400.00
2	Demo Asphalt	60	SY	\$ 38.00	\$ 2,280.00
3	Demo Chainlink Fence	1,200	LF	\$ 4.00	\$ 4,800.00
4	Clearing & Grubbing	1	AC	\$ 27,750.00	\$ 27,750.00
5	Site Grading	1	LS	\$ 30,000.00	\$ 30,000.00
6	Final Grading Stabilization	1	LS	\$ 15,000.00	\$ 15,000.00
7	Sod - Bahia	6,000	SY	\$ 2.75	\$ 16,500.00
8	Maintenance of Traffic	1	LS	\$ 17,000.00	\$ 17,000.00
9	1" Mill & Overlay	2900	SY	14	\$ 40,600.00
10	1" Asphalt (FC-9.5)	460	SY	10.5	\$ 4,830.00
11	2" Structural Course (SP-12.5)	460	SY	26	\$ 11,960.00
12	6" Crushed Concrete Road Base	460	SY	21	\$ 9,660.00
13	6" CC in lieu of 12" LBR40	460	SY	\$ 16.25	\$ 7,475.00
14	6" CC in Lieu of 6' shoulder LBR40	380	SY	\$ 18.20	\$ 6,916.00
15	Sidewalk	600	SY	\$ 40.50	\$ 24,300.00
16	H/C Ramps - Mats	2	EA	\$ 1,100.00	\$ 2,200.00
				Total	\$ 225,671.00

STORMWATER

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
1	C Inlet	4	EA	2770	\$ 11,080.00
2	D Inlet	4	EA	3200	\$ 12,800.00
3	18" HDPE	200	LF	63.65	\$ 12,730.00
4	24" HDPE	400	LF	74	\$ 29,600.00
5	30" HDPE	300	LF	81.15	\$ 24,345.00
6	Storm Drainage Testing	900	LF	7.75	\$ 6,975.00
7	Survey & As-Builts	1	LS	9430	\$ 9,430.00
8	Geotechnical Testing	1	LS	3885	\$ 3,885.00
9	Maintenance of Traffic	1	LS	17000	\$ 17,000.00
10	Demo Storm Pipe	43	LF	36	\$ 1,548.00
11	Demo Storm Structures	1	EA	470	\$ 470.00
12	Cut Slots on Structure D-31	1	EA	750	\$ 750.00
13	Connect to Existing 18" Pipe	2	EA	1580	\$ 3,160.00
			Total		\$ 133,773.00



Certificate of School Concurrency

Project Name	Bivona Apartments
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5169
HCPS Project Number	SC-708
Parcel ID Number(s)	47544.0000, 47545.0000, 47545.0100, 47550.0000, 47551.0000, 47552.0000, 47553.0000 & 47555.0000
Project Location	8805 Causeway Boulevard et al
Dwelling Units & Type	296 Multi-Family
Applicant	Robb Crumpton

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	38	19	20		77

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Charles Andrews

Charles Andrews, AICP, CNU-A
 Manager, Planning & Siting
 Growth Management Department
 Operations Division
 E: charles.andrews1@sdhc.k12.fl.us
 P: 813.272.4429

February 3, 2020
 Date Issued