

SUBJECT: Fletcher and Rome Car Wash Off-Site **PI#6478**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 11, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, driveway access and sidewalks) for Maintenance to serve Fletcher and Rome Car Wash Off-Site, located in Section 11, Township 28, and Range 18, 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 Bond in the amount of \$5,177.40 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

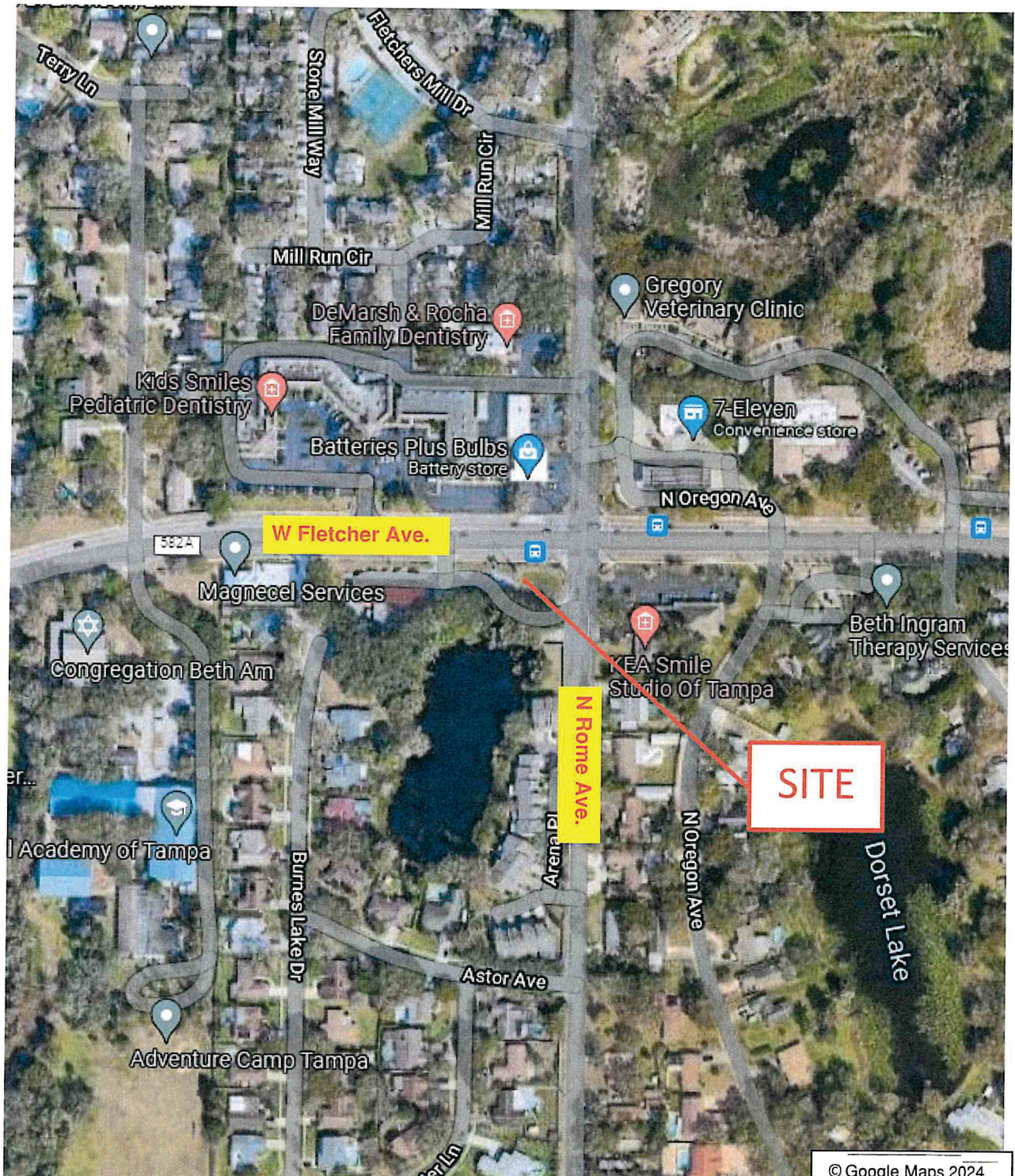
BACKGROUND:

On April 03, 2024, Permission to Construct Prior to Platting was issued for Fletcher and Rome Car Wash Off-Site, after construction plan review was completed on December 20, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Knight Cap Ventures, LLC fka RECW 2610 Hillsborough LLC and the engineer is Bowman Consulting.

Radiant Car Wash, PID 6478, ROW-23-0001096

Aerial Location Map

1718 W. Fletcher Avenue, Tampa, FL



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

This Agreement made and entered into this day of , , by and between Knight Cap Ventures, 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 Fletcher and Rome Car Wash - PID 6478 - ROW-23-0001096 (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:
Sidewalk connections, driveway access, road improvements within the ROW of W Fletcher Ave, and N Rome Ave.

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 12/20/2024 with Knight Cap Ventures, LLC as Principal, and The Ohio Casualty 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

CARLOS ALFONSO

Printed Name of Witness



Witness Signature

Daniel Robinson

Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:

By 

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

Francis D. Capitan

Printed Name of Signer

Owner/Authorized Person

Title of Signer

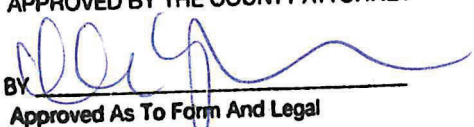
2000 E. 11th Ave Tampa, FL 33605

Address of Signer

~~813 748 1128~~ 813 918 6109

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair
APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

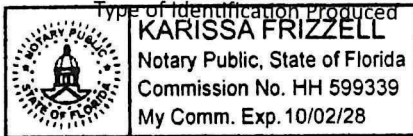
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

8th day of January, 2025, by Francis D. Capitano as
(day) (month) (year) (name of person acknowledging)

Authorized Person/Manager for Knight Cap Ventures, 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

Karissa Frizzell
(Signature of Notary Public - State of Florida)



(Notary Seal)

Karissa Frizzell

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

HH 599339

(Commission Number)

10/02/2028

(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 Knight Cap Ventures, LLC FKA RECW 2610 Hillsborough LLC called the Principal, and The Ohio Casualty Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Five Thousand One Hundred Seventy-Seven & 40/100 (\$5,177.40) 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 Fletcher and Rome Car Wash - PID 6478 - ROW-23-0001096 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: Sidewalk connections, driveway access, road improvements within the ROW of W Fletcher Ave, and N Rome Ave. (hereafter, the "Off-Site Project Improvements"); and

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 MARCH 11, 2027

SIGNED, SEALED AND DATED this 20th day of December, 2024


ATTEST:


CARLOS ALFONSO

Knight Cap Ventures, LLC FKA RECW 2610 Hillsborough LLC
Principal

By  12-23-24
Principal Seal
Joseph Capitanu, Jr.


ATTEST:



The Ohio Casualty Insurance Company
Surety

By 
David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of December, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

December 16, 2024

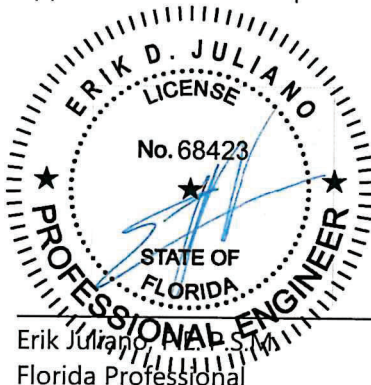
Steven Schumacher
V.P. Underwriting
(813) 739-7156
steven@prosuregroup.com
The ProSure Group

7217 Benjamin Rd.
Tampa, FL 33634

Project Name: Fletcher and Rome Car Wash (PID 6478, ROW-23-0001096) - Off-Site Improvements

Mr. Schumacher:

As a registered professional engineer in the state of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that, based on sufficient field reviews under my responsible charge, the right-of-way required improvements for **Fletcher and Rome Car Wash (PID 6478, ROW-23-0001096)** have been constructed in substantial accordance with the final development order, the approved construction plans and the Land Development Regulations of Hillsborough County.



Erik Juliano, State of
Florida, Professional
Engineer, License #68423.
This item has been digitally
signed and sealed by Erik
Juliano on the date
indicated hereon. Printed
copies of this document
are not considered signed
and sealed and the
signature must be verified
on any electronic copies.
2024.12.16 15:06:23-05'00'

Erik Juliano, P.E., S.E.
Florida Professional
Engineer License No.: 68423
Principal – Regional Mgr
Bowman Consulting
tampa_eng@bowman.com



Date 12/6/2024
BCG # 010603-01-006

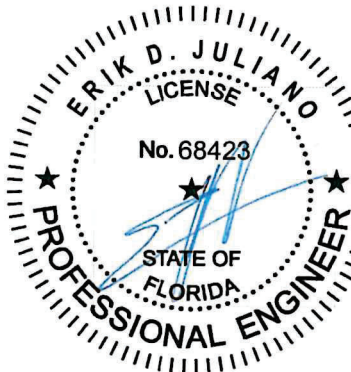
Engineer's Opinion of Probable Cost

Project Name: Alliant Car Wash - Tampa - Engineer's Opinion of Probable of Cost

Prepared By: Bowman Consulting

The following is an estimate of the construction costs based on the civil construction plans dated 10/15/2024 (Rev 7).

Off-Site Construction					
Item #	Quantity	Unit	Description	Unit Price	Total
Pavement					
	7	SY	6" CONCRETE PAVEMENT	\$ 76.00	\$ 532.00
	44	SY	1.5" ASPHALT FC-9.5	\$ 18.00	\$ 792.00
	44	SY	6" LIMEROCK BASE	\$ 25.00	\$ 1,100.00
	51	SY	12" STABILIZED SUBGRADE LBR 40	\$ 8.00	\$ 408.00
	195	LF	CONCRETE CURB & GUTTER, TYPE F	\$ 35.00	\$ 6,825.00
	252	LF	CONCRETE VALLEY GUTTER	\$ 35.00	\$ 8,820.00
	98	LF	CONCRETE MEDIAN (4' WIDE)	\$ 60.00	\$ 5,880.00
	39	LF	ROLL CURB	\$ 35.00	\$ 1,365.00
	1	LS	TUFF POST TRAFFIC DELINEATORS	\$ 6,000.00	\$ 6,000.00
	1	LS	THERMOPLASTIC STRIPING	\$ 5,000.00	\$ 5,000.00
	58	SY	CONCRETE SIDEWALK, 4" THICK	\$ 63.00	\$ 3,654.00
	40	SF	DETECTABLE WARNINGS	\$ 65.00	\$ 2,600.00
	8	LF	ALUMINUM HANDRAIL	\$ 100.00	\$ 800.00
Drainage					
	1	EA	TYPE 5 INLET	\$ 8,500.00	\$ 8,500.00
Totals				Total	\$ 51,744.00



Erik Juliano, State of Florida, Professional Engineer, License #68423. This item has been digitally signed and sealed by Erik Juliano on the date indicated hereon. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. 2024.12.10 07:30:45-05'00'

Erik D. Juliano
Florida License # 68423
Principal - Regional Manager
Bowman Consulting Group, LTD.



Date 12/6/2024
BCG # 010603-01-006

Engineer's Opinion of Probable Cost

Project Name: Alliant Car Wash - Tampa - Engineer's Opinion of Probable of Cost

Prepared By: Bowman Consulting

The following is an estimate of the construction costs based on the civil construction plans dated 10/15/2024 (Rev 7).

Off-site Utility Construction					
Item #	Quantity	Unit	Description	Unit Price	Total
	Utilities				
	1	EA	8"x2" TS&V	\$ 3,000.00	\$ 3,000.00
	1	EA	2" BACKFLOW PREVENTER	\$ 2,500.00	\$ 2,500.00
	23	LF	2" BLUE HDPE TUBING	\$ 30.00	\$ 690.00
Totals					
Total					\$ 3,190.00

Erik D. Juliano
Florida License # 68423
Principal - Regional Manager
Bowman Consulting Group, LTD.