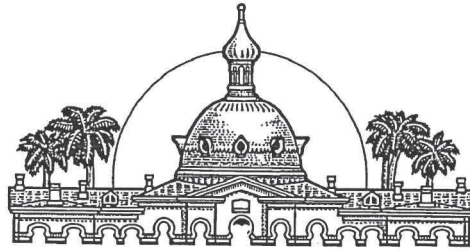


HILLSBOROUGH COUNTY
Development Review Division of Development Services Department



Hillsborough County
Florida

Citi Bank Tampa Campus Off-Site

Folio# 65683 BOARD DATE: May 10, 2022

REPORT INDEX

A1Location Map
A2Owner / Developer Agreement
A3 Financial Security

Manager's Signature: _____

SUBJECT: Citi Bank Tampa Campus Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 10, 2022
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 (sidewalk and trail addition) 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 Citi Bank Tampa Campus Off-Site located in Section 23, Township 28, 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 \$65,000.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On April 13, 2021, Permission to construct was issued for Citi Bank Tampa Campus Off-Site. 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 Citigroup Technology, Inc. and the engineer is Stantec Consulting Services, Inc.

LEGEND

-  Proposed Sidewalk
-  Project Area



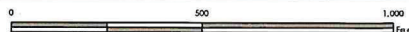
Disclaimer: Stantec assumes no responsibility for data applied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.


Note:

1. Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 9502 Feet
2. Source data: Stantec survey data
3. Imagery: ESRI November 2020

Citi Bank Sidewalk Vicinity Map

April 2022





Stantec Consulting Services Inc.
 777 S. Harbour Island Blvd, Suite 600
 Tampa, FL 33602
 Tel 813.223.9500
 Fax 813.223.0009

Prepared by: LS 04/14/22
 Technical Review by: CS 12/28/21

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Citigroup Technology, Inc, 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 Citibank Tampa Campus Sidewalk & Trail Additions (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:

1,172 LF - 6' wide concrete sidewalk

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 _____, or
 - b. A Warranty Bond, dated 3/30/2022 with Citigroup Technology, Inc as Principal, and Fidelity & Deposit Company of Maryland 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:

Katherine Moss-Solomon 03/30/2022
Witness Signature

Katherine Moss-Solomon
Printed Name of Witness

Witness Signature

Printed Name of Witness

Owner/Developer:

By Juan A. 03.30.2022
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Juan Alvarez
Printed Name of Signer

Asset Manager (Citi)
Title of Signer

3800 Citigroup Center
Tampa, FL 33610
Address of Signer

813.472.1684
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

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 [Signature] 3 of 4
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
30 day of March, 2022, by Juan C Alvarez.
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

#HH 067268 11/29/2024
(Commission Number) (Expiration Date)

(Notary Seal)



THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 10, 2024

SIGNED, SEALED AND DATED this 30th day of March, 2022.

ATTEST:

Citigroup Technology, Inc.

By: Katherine Moss Solomon
Principal Signature

By: [Signature]
(Seal)
VP- ASSET MANAGER

Surety Signature

(Seal)

ATTEST:

Fidelity and Deposit Company of Maryland

By: Sandra Diaz
Attorney-in-fact Signature
Sandra Diaz

By: Debra A. Deming
(Seal)
Debra A. Deming, Attorney-in-Fact and Non-Resident
Agent License No. D039147; NPN: 3641688

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY _____
Approved As To Form And Legal
Sufficiency.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Susan A. WELSH, Aklima NOORHASSAN, Francesca KAZMIERCZAK, Frances RODRIGUEZ, Peter HEALY, Nancy SCHNEE, Anne POTTER and Kemal BRKANOVIC, Valorie SPATES and Beverly WOOLFORD**, all of New York, New York, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of July, A.D. 2021.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of July, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2020

ASSETS

Bonds.....	\$ 262,624,334
Stocks	19,715,392
Cash and Short-Term Investments	3,219,781
Reinsurance Recoverable	17,293,466
Federal Income Tax Recoverable.....	114,253
Other Accounts Receivable	29,083,530
TOTAL ADMITTED ASSETS.....	\$ 332,050,756

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 539,588
Ceded Reinsurance Premiums Payable	43,847,005
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 44,413,593
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	282,637,163
Surplus as regards Policyholders.....	287,637,163
TOTAL	\$ 332,050,756

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:
Laura J. Lazarczyk
42DF6DB47427480...
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.



Ryan Horgan
Notary Public



Citibank Tampa Campus Sidewalk & Trail Additions Sabal Park
Engineers Estimate of Probable Construction Costs - Off Site Improvements

Date: 20-Jan-22

Prepared For: Citigroup Technology, Inc.

Prepared By: Stantec

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Broadway Avenue Improvements					
400	Concrete Sidewalk (6-foot wide)	7032	SF	\$9.20	\$64,694.40
Falkenburg Roadway Improvements Total					\$64,694.40
Overall Total - Off Site Improvements					\$64,694.40

Note: This estimate based on the approved construction drawings dated 05/18/2021

Approval

STANTEC CONSULTING SERVICES INC

Ben F. Prewitt, PE - Senior Project Manager

Print name and title

Ben F Prewitt

Digitally signed by Ben F Prewitt
Date: 2022.01.20 14:58:26 -05'00'

Signature

Date of Signed