

SUBJECT: North Park Isle Phase 1 Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 20, 2021
CONTACT: Lee Ann Kennedy

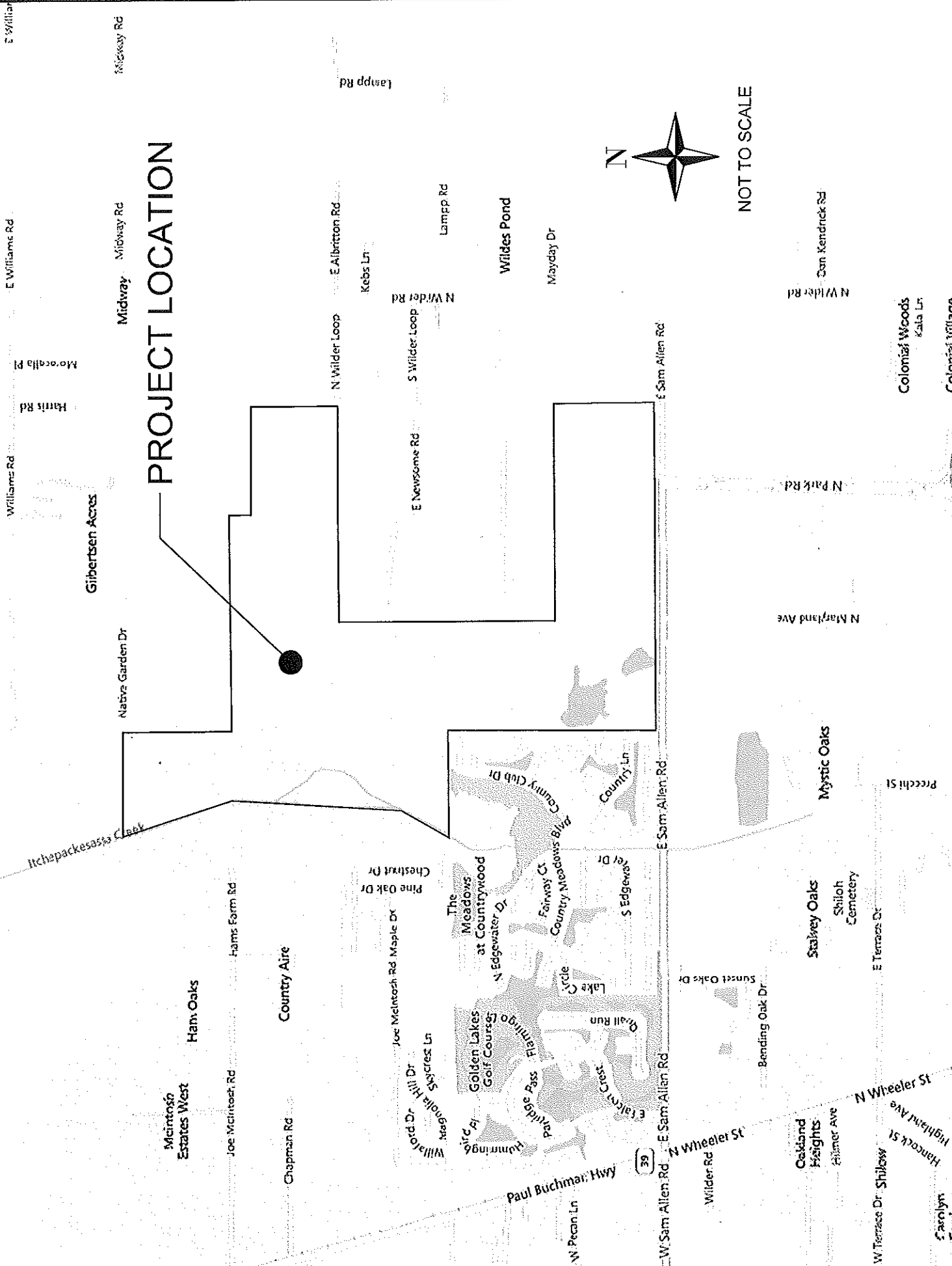
RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (Sam Allen road 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 North Park Isle Phase 1 Off-Site, located in Section 9, Township 28, and Range 22. 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 \$16,857.51 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On April 22, 2020, Permission to construct was issued for North Park Isle Phase 1 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 North Park Isle Development, LLC and the engineer is Ardurra.

NORTH PARK ISIE Pk I



E Williams Rd

E Williams Rd Midway Rd Midway Rd

Williams Rd Harris Rd Harris Rd

PROJECT LOCATION

Gibbertsen Acres

Native Garden Dr N Wilder Loop N Wilder Loop S Wilder Loop E Newsome Rd N Wilder Rd Lamp Rd

Williams Rd Harris Rd Harris Rd

Itchpachecoski Creek

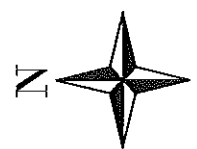
Native Garden Dr

Country Aire Ham Oaks Country Aire

W Sam Allen Rd E Sam Allen Rd

W Sam Allen Rd N Wheeler St Wilder Rd

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NOT TO SCALE

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W Sam Allen Rd E Sam Allen Rd

W Sam Allen Rd E Sam Allen Rd

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

This Agreement made and entered into this _____ day of _____, 2021, by and between North Park Isle Development, 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 North Park Isle Ph 1 Entrance Construction Plans for North Maryland Avenue at East Sam Allen Road; 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
Right Turn Lane Improvements are as follows:

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 CS3804518 \$16,857.51, dated May 26, 2021, with North Park Isle Development, LLC as Principal, and Great American Insurance Company 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 _____, 20__.

ATTEST:

OWNER/DEVELOPER:

North Park Isle Development, LLC

Witness

Authorized Corporate Officer or Individual

Jeffery S. Hills, Manager

Witness

Name (typed, printed or stamped)

111 S. Armenia Avenue, Suite 201
Tampa, Florida 33609

Address of Signer

(813) 363-4888

Phone Number of Signer

NOTARY PUBLIC

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.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of June 2021, by Jeffery S. Hills respectively Manager of North Park Isle Development, LLC, a limited liability company under the laws of the state of Florida on behalf of the company. He and/or she is personally known to me and did take an oath.

NOTARY PUBLIC:

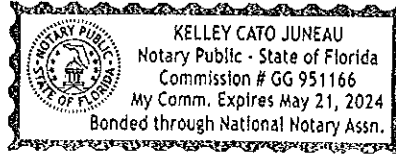
Sign: _____

Print: Kelley Cato Juneau

Title or Rank: Notary Public – State of Florida

Serial Number: GG951166

My Commission Expires: May 21, 2024



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we North Park Isle Development, LLC called the Principal and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of sixteen thousand eight hundred fifty seven dollars and fifty one cents 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 Sam Allen Road Turn Lane for maintenance constructed in conjunction with the site known as North Park Isle Ph 1 Entrance Construction Plans for North Maryland Avenue at East Sam Allen Rd; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities Sam Allen Road Turn Lane 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.

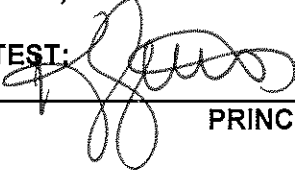
WHEREAS, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

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

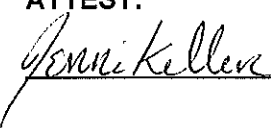
- A. If the Principal shall warrant for a period of two years following the date of acceptance of the off-site improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as North Park Isle Ph 1 Entrance Construction Plans for North Maryland Avenue at East Sam Allen Road 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 8/20/2023.

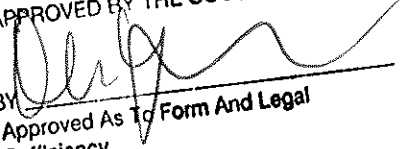
SIGNED, SEALED AND DATED this 26th day of May, 2021.

ATTEST:  _____
 PRINCIPAL (SEAL)

Great American Insurance Company
 SURETY (SEAL)

ATTEST:  _____
 ATTORNEY-IN-FACT (SEAL)
 Mary Martha Langley, Attorney-in-Fact



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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **18TH** day of **JUNE**, 2019



Atty L C B

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **18TH** day of **JUNE**, 2019

MARK VICARIO (877-377-2405)

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **26th** day of **May**, 2008



Atty L C B

Assistant Secretary

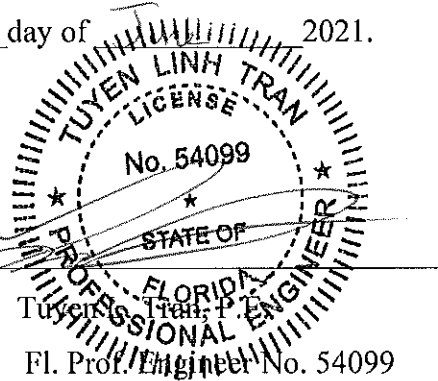


**ENGINEER OF RECORD CERTIFICATION OF
CONSTRUCTION COMPLETION**

I, Tuyen L. Tran, P.E., hereby certify that I am employed by the firm of ARDURRA GROUP, INC., which has been retained by North Park Isle Development LLC. I certify that I have been functioning as the Construction Completion Certification Engineer for North Park Isle Ph 1 Sam Allen Road Turn Lane, for which site construction is substantially complete, in accordance with the Land Development Code and in substantial accordance with the approved plans and specifications.

Signed and sealed this 7 day of July 2021.

Signed:



Tuyen L. Tran, P.E.
Fl. Prof. Engineer No. 54099

ARDURRA GROUP, INC.
CLIENT: NORTH PARK ISLE DEVELOPMENT, LLC

PROJECT: NORTH PARK ISLE PHASE 1 ENTRANCE CONSTRUCTION
PLANS FOR N MARYLAND AVE AND E SAM ALLEN RD

ENGINEER'S COST ESTIMATE
SUBDIVISION BOND
DATE: MAY 24, 2021

SUMMARY OF SCHEDULES

PAVING	\$81,201.62
STORM	\$87,373.46
TOTAL ESTIMATED AMOUNT	\$168,575.08
WARRANTY BOND (10% OF TOTAL)	\$16,857.51

ARDURRA GROUP, INC.
CLIENT: NORTH PARK ISLE DEVELOPMENT, LLC

ENGINEER'S COST ESTIMATE
SUBDIVISION BOND
DATE: MAY 24, 2021

PROJECT: NORTH PARK ISLE PHASE 1 ENTRANCE CONSTRUCTION
PLANS FOR N MARYLAND AVE AND E SAM ALLEN RD

PAVING

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
1	Pave 3" Type SP-12.5 Asphalt - Sub	560.00	SY	\$25.64	\$14,358.40
2	Pave 1 1/2" FC-12.5 Asphalt - Sub	620.00	SY	\$19.43	\$12,046.60
3	Road Base Limerock 15"	560.00	SY	\$28.94	\$16,206.40
4	Concrete Curb Type F	421.00	LF	\$21.04	\$8,857.84
5	Concrete Sidewalk 6" - SF	2100.00	SF	\$6.18	\$12,978.00
6	ADA Access Ramps	2.00	EA	\$4,552.59	\$9,105.18
7	Bahia Sod	1000.00	SY	\$2.27	\$2,270.00
8	Signage & Striping - LS	1.00	LS	\$5,379.20	\$5,379.20
	TOTAL PAVING				\$81,201.62

ARDURRA GROUP, INC.
CLIENT: NORTH PARK ISLE DEVELOPMENT, LLC

ENGINEER'S COST ESTIMATE
SUBDIVISION BOND
DATE: MAY 24, 2021

PROJECT: NORTH PARK ISLE PHASE 1 ENTRANCE CONSTRUCTION
PLANS FOR N MARYLAND AVE AND E SAM ALLEN RD

STORM

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
1	RCP 24"	13.00	LF	\$186.71	\$2,427.23
2	RCP 36"	226.00	LF	\$101.76	\$22,997.76
3	RCP 48"	148.00	LF	\$134.88	\$19,962.24
4	Type 6 Curb Inlet	2.00	EA	\$5,660.20	\$11,320.40
5	Junction Box 48" (Manholes)	5.00	EA	\$4,765.24	\$23,826.20
6	RCP Headwall - 36"	1.00	EA	\$4,759.63	\$4,759.63
7	Concrete Sidewalk 6"-SF (Non-Reinforced)	160.00	SF	\$13.00	\$2,080.00
TOTAL STORM					\$87,373.46