

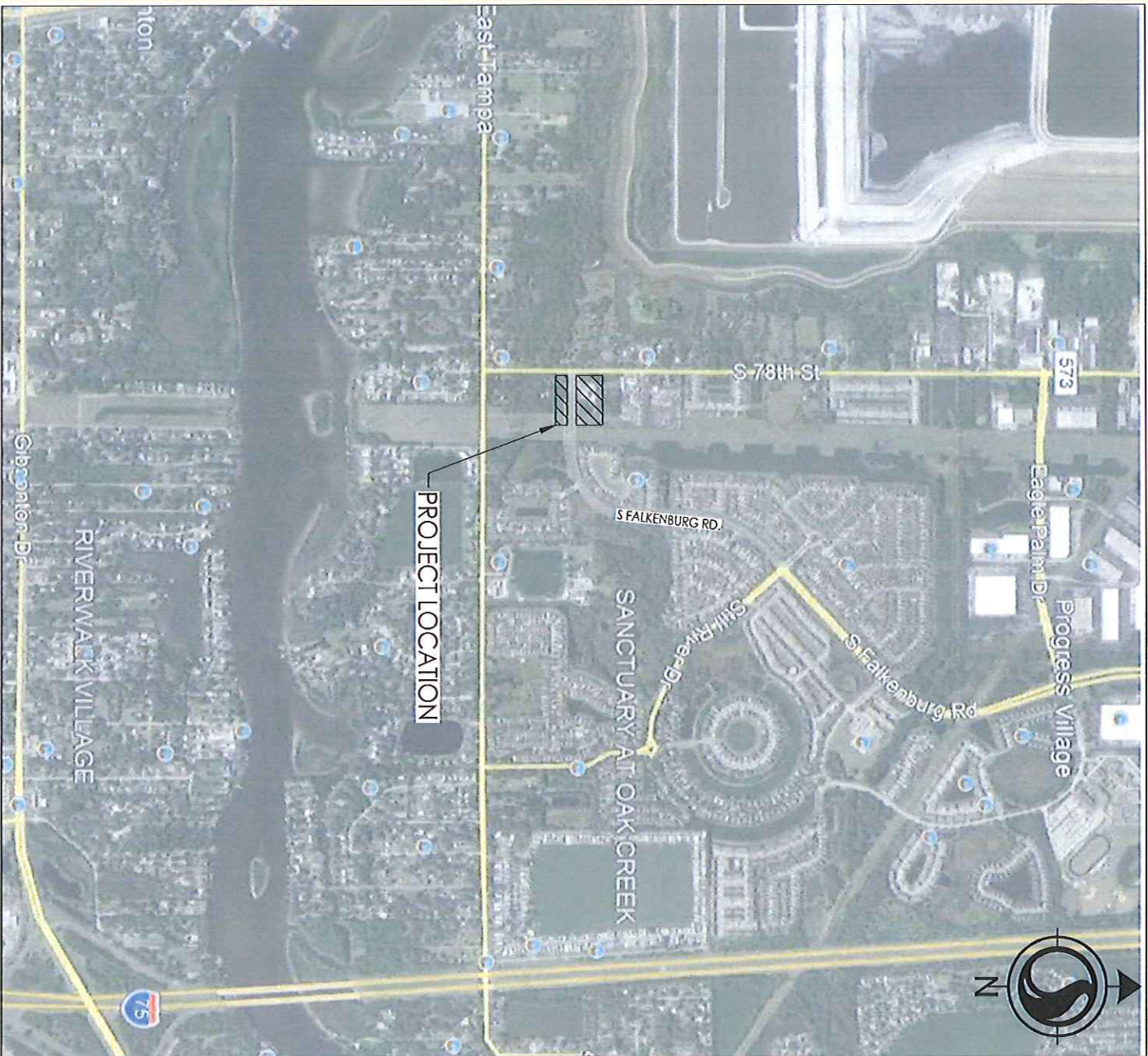
SUBJECT: Parkway Center Amenity Facility
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: October 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (off-site water, wastewater and sidewalks) 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 Parkway Center Amenity Facility, located in Section 13, Township 30, 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 Check in the amount of \$15,838.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On January 31, 2020, Permission to construct was issued for Parkway Center Amenity Facility. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is Parkway Center Community Development District and the engineer is Stantec Consulting Services, Inc.



Stantec

Stantec Consulting Services Inc.

777 S. Harbour Blvd., Suite 600

Tampa, Florida 33602 Tel. 813.223.9500

www.stantec.com Fax. 813.223.0009

Certificate of Authorization #27013

FL Lic. # LC-C000170

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Client/Project

PARKWAY CENTER

COMMUNITY DEVELOPMENT DISTRICT

Hillsborough County, Florida

Title

LOCATION MAP

FOLIO 049135-0000

S13 T30S R19E

Project No.

215600346

Scale

NTS

Drawing No.

Sheet

Revision

1

1 of 1

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

This Agreement made and entered into this ____ day of _____, 2021, by and between Parkway Center Community Development District, 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 Parkway Center Amenity Facility; 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 Parkway Center Amenity Facility are as follows: See Attachment "A"

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 _____, with _____ as Principal, and _____ as Surety, or
 - c. Cashier/~~Certified~~ Check, number 6661203750, dated August 18, 2021, 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 17 day of September, 2021.

ATTEST:

OWNER/DEVELOPER:


Witness


Authorized Corporate Officer or Individual


Witness

Brian Howell
Name (typed, printed or stamped)

NOTARY PUBLIC

2005 Pan Am Circle Suite 300
Address of Signer

Tampa FL 33607

813-823-7300

CORPORATE SEAL
(When Appropriate)

Phone Number of Signer

ATTEST:

CINDY STUART, Clerk of
the Circuit Court

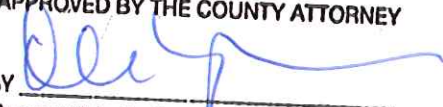
BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12 day of September, 2021, by Brian Howell and

respectively President and Dist Mgr of Penway Center Corp, Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced Driver License as identification and did take an oath.

NOTARY PUBLIC:

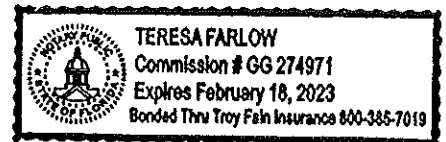
Sign: Teresa Farlow (Seal)

Print: Teresa Farlow

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: February 18, 2023



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17 day of September, 2021, by Brian Howell, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

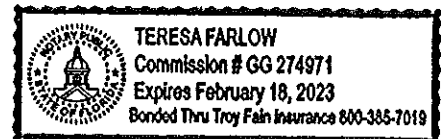
Sign: Teresa Farlow (seal)

Print: Teresa Farlow

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: February 18, 2023



ATTACHMENT A

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

**PARKWAY CENTER AMENITY FACILITY
PI 4984**

OFFSITE IMPROVEMENTS

SCHEDULE - WATER		
CONNECT TO EXISTING WATERMAIN (12X8 TS&V)	2	EA
CHLORINE INJECTION / SAMPLE POINT	2	EA
20" STEEL CASING (J&B)	78	LF
8" DIP WATER MAIN	107	LF
FIRE HYDRANT ASSEMBLY	1	EA
8" FITTINGS + RESTRAINTS	1	LS
2" GATE VALVE	1	EA
2" HDPE WATER SERVICE PIPE	14	LF
2" STAINLESS STEEL PIPE	8	LF
2" FITTINGS	1	LS
2" CURB STOP + ADAPTERS	1	LS
CHLORINATION & PRESSURE TESTING	1	LS
SCHEDULE - WASTEWATER		
4" PLUG VALVE	6	EA
4" C-900 FUSIBLE PVC PIPE	1,228	LF
4" FITTINGS (CAP, TEE, BENDS, REDUCER)	1	LS
CONNECT TO EXISTING FORCEMAIN	1	EA
PRESSURE TESTING	1	LS
SCHEDULE - CONCRETE FLATWORK		
5' WIDE - 4" THICK CONCRETE SIDEWALK	250	LF

CASHIER'S CHECK

0066612 11-24
Office AU # 1210(8)

SERIAL #: 6661203780
ACCOUNT#: 4861-513265

Remitter: PARKWAY CENTER COMMUNITY
Purchaser: PARKWAY CENTER COMMUNITY
Purchaser Account:1958
Operator I.D.: u359326
Funding Source: Paper Item(s)
PAY TO THE ORDER OF ***BOCC***

September 21, 2021

****Fifteen Thousand Eight Hundred Thirty-Eight and 00/100 -US Dollars ****

****\$15,838.00****

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1500 S DALE MABRY HWY
TAMPA, FL 33629
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE
AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 15,838.00

NON-NEGOTIABLE

Purchaser Copy

FB004 (10/19) M4203 00285303

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

CASHIER'S CHECK

6661203780

0066612 11-24
Office AU # 1210(8)
Remitter: PARKWAY CENTER COMMUNITY
Operator I.D.: u359326

September 21, 2021

PAY TO THE ORDER OF ***BOCC***

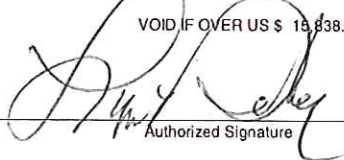
****Fifteen Thousand Eight Hundred Thirty-Eight and 00/100 -US Dollars ****

****\$15,838.00****

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1500 S DALE MABRY HWY
TAMPA, FL 33629
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 15,838.00


Authorized Signature

Security Features Included. Details on Back.

⑈6661203780⑈ ⑆121000248⑆4861 513265⑈

APPROVED BY THE COUNTY ATTORNEY

BY


Approved As To Form And Legal
Sufficiency.



777 S. Harbour Island Blvd.
Suite 600, Tampa, FL 33602

Project: Parkway Center Amenity Facility PI 4984
Location: Hillsborough County, FL

Sheet: 1 of 1
Project No. 215614804

Date: 3/10/2021

Estimator: Checker:

OFFSITE INFRASTRUCTURE IMPROVEMENTS WARRANTY BOND COST ESTIMATE

Client: Parkway Center CDD

Discipline: Civil / Site Infrastructure

Windward

LHH

DESCRIPTION OF WORK	QUANTITY	UNIT		UNIT COST	ESTIMATED VALUE
SCHEDULE - WATER					
CONNECT TO EXISTING WATERMAIN (12X8 TS&V)	2	EA	\$	750	\$1,500
CHLORINE INJECTION / SAMPLE POINT	2	EA	\$	215	\$430
20" STEEL CASING (J&B)	78	LF	\$	550	\$42,900
8" DIP WATER MAIN	107	LF	\$	120	\$12,840
FIRE HYDRANT ASSEMBLY	1	EA	\$	19,700	\$19,700
8" FITTINGS + RESTRAINTS	1	LS	\$	220	\$220
2" GATE VALVE	1	EA	\$	300	\$300
2" HDPE WATER SERVICE PIPE	14	LF	\$	5	\$70
2" STAINLESS STEEL PIPE	8	LF	\$	10	\$80
2" FITTINGS	1	LS	\$	20	\$20
2" CURB STOP + ADAPTERS	1	LS	\$	170	\$170
CHLORINATION & PRESSURE TESTING	1	LS	\$	1,600	\$1,600
TOTAL SCHEDULE - WATER					\$79,830
SCHEDULE - WASTEWATER					
4" PLUG VALVE	6	EA	\$	1,600	\$9,600
4" C-900 FUSIBLE PVC PIPE	1,228	LF	\$	50	\$61,400
4" FITTINGS (CAP, TEE, BENDS, REDUCER)	1	LS	\$	650	\$650
CONNECT TO EXISTING FORCEMAIN	1	EA	\$	2,800	\$2,800
PRESSURE TESTING	1	LS	\$	1,600	\$1,600
TOTAL SCHEDULE - WASTEWATER					\$76,050
SCHEDULE - CONCRETE FLATWORK					
5' WIDE - 4" THICK CONCRETE SIDEWALK	250	LF	\$	10	\$2,500
TOTAL SCHEDULE - CONCRETE FLATWORK					\$2,500
TOTAL ALL SCHEDULES					\$158,380
WARRANTY BOND AMOUNT = 10% OF TOTAL					\$ 15,838.00



Lee H. Harwell
FL Reg. No. 50134 (P.E.)