

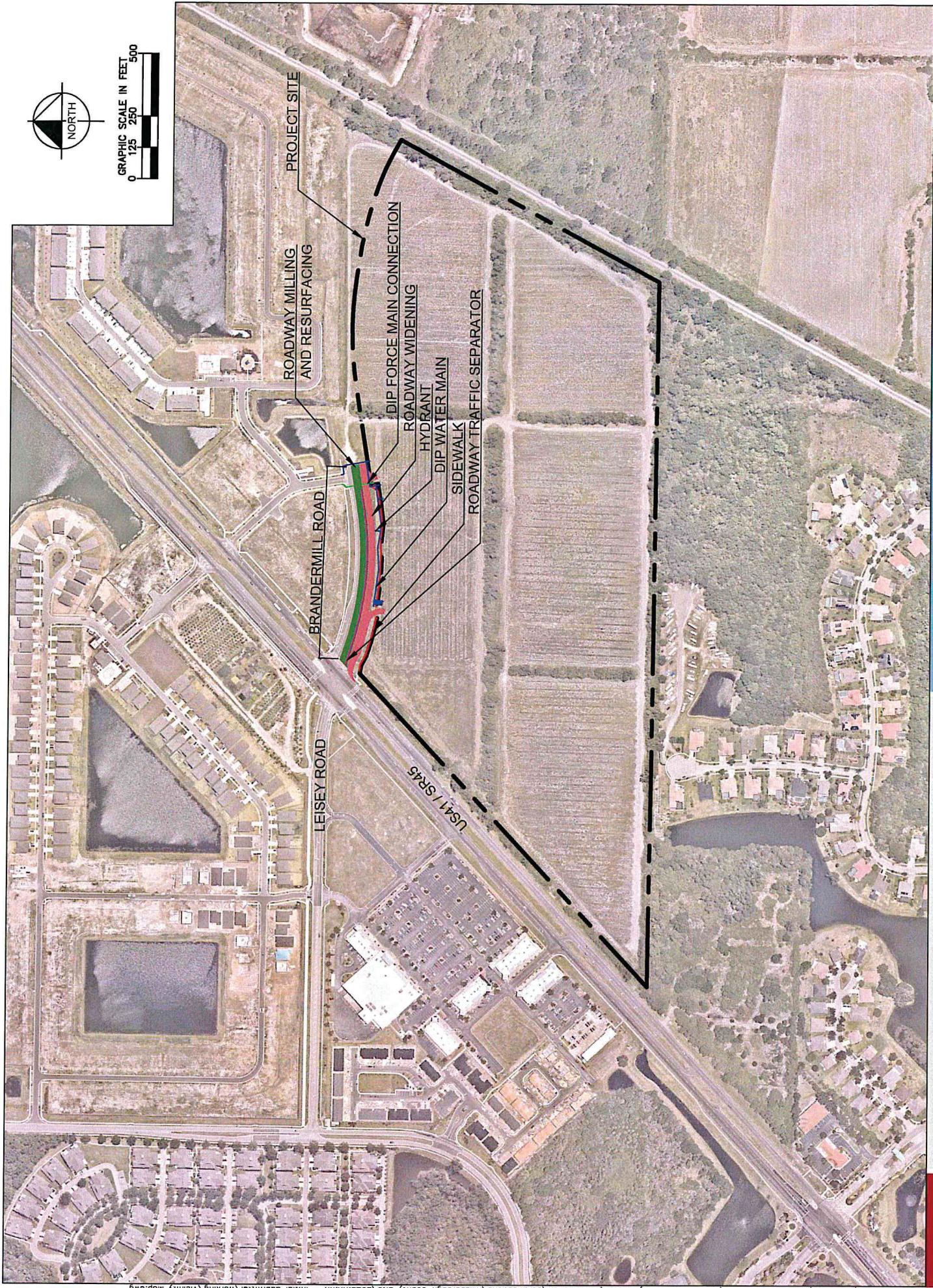
SUBJECT: Council Bay Master Infrastructure Off-Site **PI#6835**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 13, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, drainage, water and wastewater) for Maintenance to serve Council Bay Master Infrastructure Off-Site, located in Section 28, Township 31, and Range 19, 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 \$96,673.70 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On July 5, 2024, Permission to Construct was issued for Council Bay Master Infrastructure Off-Site, after construction plan review was completed on May 3, 2024. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Casto-Leisey, LLC and the engineer is Kimley Horn.



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
Casto-Liesey, 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 Council Bay Master Infrastructure _____ (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:

Roadway Improvements and widening along Brandermill Road, Stormwater structures and pipes,

Water line (tie-in to parcels stub outs) and Force main line (tie-in to demarcation valve).

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 11/12/2025 with Casto-Leisey, LLC as Principal, and The Gray Casualty & Surety 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

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:

Roadway Improvements and widening along Brandermill Road, Stormwater structures and pipes,

Water line (tie-in to parcels stub outs) and Force main line (tie-in to demarcation valve).

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 11/12/2025 with Casto-Leisey, LLC as Principal, and The Gray Casualty & Surety 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:

Matthew Femal

Witness Signature

Matthew Femal

Printed Name of Witness

J. Beck

Witness Signature

Jon Schwartz

Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

Owner/Developer: Castro Leissey, LLC
By Victor D. Levy, Manager
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Jonathan A Levy

Printed Name of Signer

Manager

Title of Signer

1501 W. Cleveland St. #200 Tampa, FL 33601

Address of Signer

813-254-6200

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
APPROVED BY THE COUNTY ATTORNEY
Oliver

Chair

BY Oliver
Approved As To Form And Legal
Sufficiency.

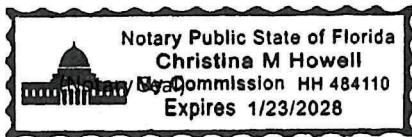
Representative AcknowledgementSTATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
13th day of November, 2025, by Jonathan A. Levy as
(day) (month) (year) (name of person acknowledging)
Manager for RIE Apollo Beach, 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

Christina M. Howell
(Signature of Notary Public - State of Florida)

Type of Identification Produced



HH484110
(Commission Number)

1/23/2028
(Expiration Date)

Individual AcknowledgementSTATE 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 _____

Casto-Leisey, LLC

5391 Lakewood Ranch Blvd., #100, Sarasota, FL 34240 called the Principal, and The Gray Casualty & Surety Company
PO Box 6202, Metairie, LA 70009 called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Ninety-Six Thousand Six Hundred Seventy-Three & 70/100 (\$ 96,673.70 --) 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 Council Bay Master Infrastructure, 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: Roadway Improvements and widening along Brandermill Road and Stormwater structures and pipes, Water line (tie-in to parcels stubouts) and Force Main line (tie-in to demarcation valve) (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 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.

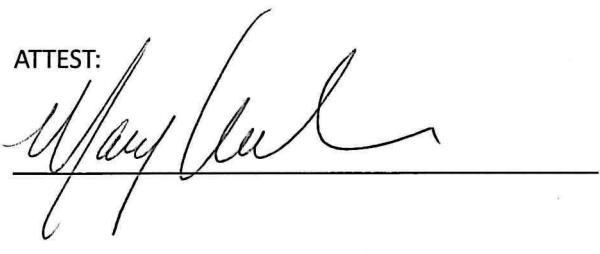
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- 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 February 10, 2028

SIGNED, SEALED AND DATED this 12th day of November, 2025.

ATTEST:



Casto-Leisey, LLC

Principal

By RJE Apollo Beach LLC, LLC, Manager

Seal

By 

Principal

Seal

The Gray Casualty & Surety Company

Surety

Seal

ATTEST:



By 

Attorney-In-Fact

Seal

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

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA00300130

Principal: Casto-Leisey, LLC

Project: Council Bay Master Infrastructure

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **David B. Shick and Brandy L. Baich of Tampa, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

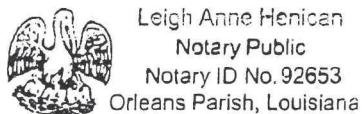


State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12 day of November , 2025

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12 day of November , 2025



Engineer's Opinion of Probable Cost				
Project: Council Bay Master Infrastructure				
PID# 6835		Date: 10/15/2025		
Description: Engineers opinion of probable cost is based on the improvements lying within Hillsborough County Right of Way.				
Materials	Quantity	Unit	Unit Cost	Total Cost
<u>Roadway</u>				
Milling Existing Asphalt	883	SY	\$2.50	\$2,207.50
Striping & Signage	1	LS	\$35,000.00	\$35,000.00
2.5" Asphalt with Limerock Base	1,495	SY	\$75.00	\$112,125.00
2.5" Asphalt with Apshalt Base	1,577	SY	\$125.00	\$197,125.00
Type F Curb and Gutter (520-001)	1085	LF	\$25.00	\$27,125.00
4' Wide Concrete Traffic Separator	1430	LF	\$60.00	\$85,800.00
Detectable Warning	4	EA	\$1,250.00	\$5,000.00
5' Sidewalk	3,789	SF	\$7.50	\$28,417.50
Utility Pipe, Remove and Disposal(8"-19")	21	LF	\$25.00	\$525.00
18" RCP	311	LF	\$100.00	\$31,100.00
Side Drain MES	1	EA	\$3,000.00	\$3,000.00
FDOT Type C Inlet (425-01521)	1	EA	\$5,300.00	\$5,300.00
FDOT Type 5 (425-1351)	1	EA	\$6,800.00	\$6,800.00
FDOT Type 6 (425-1361)	2	EA	\$7,400.00	\$14,800.00
FDOT Type 9 Inlet (425-024)	2	EA	\$10,600.00	\$21,200.00
Fire Hydrant Assembly	1	EA	\$9,200.00	\$9,200.00
<u>Force main</u>				
4" Plug Valve	4	EA	\$1,650.00	\$6,600.00
4"x4" Tee	1	EA	\$1,050.00	\$1,050.00
4"x6" Reducer	1	EA	\$750.00	\$750.00
Series 3100P 4" Restraint	12	EA	\$100.00	\$1,200.00
Series 3100P 6" Restraint	1	EA	\$150.00	\$150.00
4" 22.5 Degree Bend	1	EA	\$625.00	\$625.00
4" 45 Degree Bend	3	EA	\$650.00	\$1,950.00
6" 45 Degree Bend	4	EA	\$850.00	\$3,400.00
4" Plug Valve	4	EA	\$1,650.00	\$6,600.00
4" Stub	1	EA	\$405.00	\$405.00
12" Steel Casing	50	LF	\$1,400.00	\$70,000.00
<u>Watermain</u>				
2" Restraint	20	EA	\$75.00	\$1,500.00
6" Restraint	9	EA	\$150.00	\$1,350.00
8" Restraint	21	EA	\$175.00	\$3,675.00
12" Restraint	25	EA	\$300.00	\$7,500.00
2" Gate Valve	10	EA	\$1,650.00	\$16,500.00
6" Gate Valve	3	EA	\$2,350.00	\$7,050.00
8" Gate Valve	4	EA	\$3,250.00	\$13,000.00
12" Gate Valve	6	EA	\$5,200.00	\$31,200.00
8"x6" Reducer	3	EA	\$750.00	\$2,250.00
12"x8" Reducer	1	EA	\$1,450.00	\$1,450.00
8" Tee	3	EA	\$1,150.00	\$3,450.00
12" Tee	2	EA	\$1,465.00	\$2,930.00
8" 11.25 Degree Bend	3	EA	\$780.00	\$2,340.00
12" 45 Degree Bend	4	EA	\$1,000.00	\$4,000.00
12" 90 Degree Bend	3	EA	\$1,060.00	\$3,180.00
8"x2" Tapping Saddle	5	EA	\$1,250.00	\$6,250.00
2" Stub	5	EA	\$75.00	\$375.00
6" Stub	1	EA	\$240.00	\$240.00
8" Stub	1	EA	\$450.00	\$450.00
12" Stub	2	EA	\$490.00	\$980.00
24" Steel Casing	71	LF	\$1,500.00	\$106,500.00
2" HDPE	144	LF	\$13.00	\$1,872.00
6" DIP	59	LF	\$52.00	\$3,068.00
8" DIP	456	LF	\$75.00	\$34,200.00
12" DIP	298	LF	\$114.00	\$33,972.00
Sum Total				\$966,737.00
Maintenance Bond 10%				\$96,673.70

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the consultant at this time and represent only the Consultant's judgement as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its cost estimate.

Matthew R. Femal
FL P.E. 68397
Project Manager

Matthew R. Femal
FL P.E. 68397
Project Manager





Hillsborough
County Florida
Development Services

Engineer of Record Certification of Construction Completion

I, Matthew R. Femal, P.E., hereby certify that I am associated with the firm of Kimley-Horn and Associates, Inc.. I certify that construction of the Improvement Facilities, at Council Bay Master Infrastructure have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 13 day of November, 2025



(signature)

Florida Professional Engineer No. 68397



No County agreement, approval or acceptance is implied by this Certification.