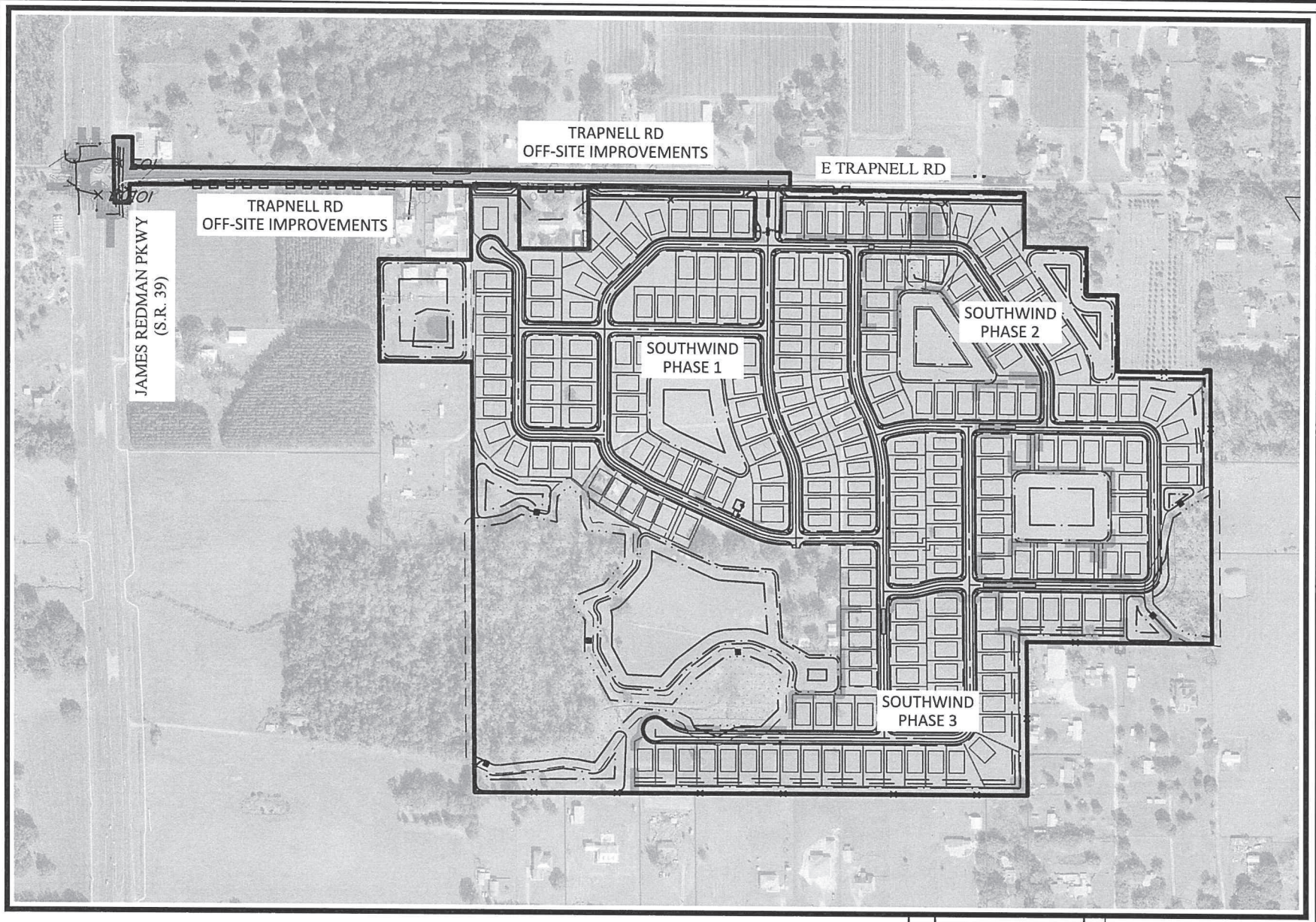
SUBJECT:	Southwind Off-Site Roadway Improvements **PI#6795**
DEPARTMENT:	Development Review Division of Development Services Department
SECTION:	Project Review & Processing
BOARD DATE:	May 12, 2026
CONTACT:	Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads and drainage) for Maintenance to serve Southwind Off-Site Roadway Improvements, located in Section 16, Township 29, and Range 22, 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 Check in the amount of $48,576.10 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On June 26, 2024, Permission to Construct was issued for Southwind Off-Site Roadway Improvements, after construction plan review was completed on February 14, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Cardel Southwind, LLC and the engineer is Heidt Design.



Southwind - Off-Site

Location Map

Cardel Southwind, LLC

City of Plant City

DATE	DESCRIPTION	BY

DATE: 04/17/2026 | JOB #: CRD-PP-1005

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 500'

0 250 500

N

HEIDT DESIGN
5904-A Hampton Oaks Parkway
Tampa, FL 33610
Phone: (813) 253-5311
www.HeidtDesign.com

R:\POPPELL\MASTER PLAN\ENGINEERING\EXH-LOCATION MAP-OS.DWG EXH-LOCATION 2026/04/17 11:42 AM CAT SOLOSKI

© COPYRIGHT 2026, HEIDT DESIGN, LLC. ALL RIGHTS RESERVED. NO DOCUMENTATION (INCLUDING BUT NOT LIMITED TO DRAWINGS OR EXHIBITS) MAY BE COPIED, REPRODUCED, OR DISTRIBUTED UNLESS SPECIFIC WRITTEN PERMISSION HAS BEEN OBTAINED FROM HEIDT DESIGN, LLC, IN ADVANCE. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENTATION IN COMPLIANCE WITH F.S. CHAPTER 119.

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

This Agreement made and entered into this_____day of_____, 20_____, by and between Cardel Southwind, 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 Southwind Offsite Road Improvements (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:
Roads/Streets and Stormwater Drainage Systems

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, and

   c. Cashier/Certified Check, number 500684910_____, dated March 26, 2026 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

DEAN HILL

Printed Name of Witness

Witness Signature

Bernadette Rivera

Printed Name of Witness

Owner/Developer:

By_____

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

Kent Hollman

Printed Name of Singer

Florida Regional President

Title of Signer

3160 S. Falkenburg Rd., Riverview, FL 33578

Address of Signer

813-612-8001

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

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

25 day of March, _____, by Kent Hollman as
(day) (month) (year) (name of person acknowledging)

Florida Regional President for Cardel Southwind 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

_____
(Signature of Notary Public - State of Florida)

_____
Type of Identification Produced

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

NOTARY PUBLIC STATE OF FLORIDA
KARINA D. URIAS
Commission # HH 677225
Expires May 19, 2029
(Notary Seal)

HH677225 5/19/29
(Commission Number) (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)

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

flagstar

OFFICIAL CHECK

50-7100
2260

500684910

Date: March 26, 2026

$ ******48,576.10

PAY Forty-Eight Thousand Five Hundred Seventy-Six and 10/100*********

PAY TO THE ORDER OF Hillsborough County BOCC

MEMO:

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Issued by flagstar
1-888-248-6423

⑈500684910⑈ ⑆226071004⑆ 344145⑈

flagstar

CUSTOMER COPY

Date: March 26, 2026

Account Detail	Account #	Amount	Balance
BRIAN J. PHILLIPS Gregory A. Graham		******48,576.10	

Payee Hillsborough County BOCC

Official Check	Chk	500684910	March 26, 2026	Br	0367	Amt ******48,576.10

MEMO:

MQ4-0

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

HEIDT DESIGN
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Summary For Warranty Bond

SOUTHWIND PHASE 1 - OFFSITE ROAD (E. TRAPNELL ROAD)

Streets	$	321,820.10
Drainage	$	163,940.87
Total Amount	$	485,760.97
Warranty Bond Amount (10% of Total)	**$**	**48,576.10**

Strickland T Smith

Digitally signed by Strickland T Smith
DN: C=US, O=Unaffiliated, dnQualifier=A01410D000000189ED10EBF4000E8BEE, CN=Strickland T Smith
Reason: I am the author of this document
Location:
Date: 2026.03.25 12:24:17-04'00'
Foxit PDF Editor Version: 13.1.7

Strickland T. Smith, P.E. #50652
Date Prepared: January 9, 2026

Strickland T. Smith, State of Florida,
Professional Engineer, License No. 50652

This item has been digitally signed and sealed by
Strickland T. Smith, P.E. on the date indicated here.

Signature must be
verified on any electronic copies.

HEIDT DESIGN
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Engineers Cost Breakdown

Schedule: Streets

SOUTHWIND PHASE 1 AND OFFSITE

Unit	Quantity	Item	Unit Price	Total Amount
		Off-Site (E. Trapnell Road)		
SY	2,883	1½" Type FC-5 Friction Course	$ 20.21	$ 58,265.43
SY	945	3" Type SP-12.5 Surface Course	$ 48.42	$ 45,756.90
SY	1,491	12" Limerock Base Course	$ 32.22	$ 48,040.02
SY	340	4" Optional Base Group 1	$ 133.12	$ 45,260.80
SY	1,306	12" Stabilized Subgrade	$ 15.65	$ 20,438.90
LF	1,730	5' Concrete Sidewalk	$ 53.53	$ 92,606.90
EA	2	ADA Handicap Ramps	$ 1,930.45	$ 3,860.90
LF	100	Type F Curb and Gutter	$ 49.05	$ 4,905.00
LF	25	Drop Curb and Gutter	$ 107.41	$ 2,685.25
		Total Streets		**$ 321,820.10**

Schedule: Drainage

Unit	Quantity	Item	Unit Price	Total Amount
		Off-Site (E. Trapnell Road)		
LF	23	15" RCP	$ 176.82	$ 4,066.86
LF	919	18" RCP	$ 122.57	$ 112,641.83
LF	25	24" CMP (Connect to Existing)	$ 321.25	$ 8,031.25
EA	5	Type C GTI	$ 5,566.85	$ 27,834.25
EA	2	MES 15" RCP	$ 2,241.32	$ 4,482.64
EA	2	MES 18" RCP	$ 2,407.12	$ 4,814.24
EA	1	MES 24" CMP	$ 2,069.80	$ 2,069.80
		Total Drainage		**$ 163,940.87**