

# MEMORANDUM



To: Cheri Coryea  
County Administrator

Thru: Chad Butzow, Director  
Public Works Department *Chad Butzow*

From: Carmen Mosley, Sr. Fiscal Services Mgr./  
Brandy Wilkins, Bond Coordinator  
Public Works Department *Carmen Mosley*  
*B. Wilkins*

Date: June 16, 2020

Subject: **WILLOW BEND**  
**PDR-04-18/FSP-14-04 (R2) DTS#20170340**  
**ACCEPT AGREEMENT FOR PERFORMANCE SECURITY**  
**ACCEPT SURETY BOND**

Digitally signed by Carmen Mosley  
DN: cn=Carmen Mosley, o=Manatee County  
Government, ou=Public Works Department,  
email=carmen.mosley@manatee.org,  
c=US  
Date: 2020.06.11 10:24 -0400

The developer, CWES XV, LLC, is requesting that Manatee County accept construction access associated with this project. The developer has provided the *Required Improvements Agreement and Temporary Construction Easement for Public Improvements* which warranties these improvements for one (1) year from County Administrator acceptance. The developer has provided all necessary documentation required for public improvements in order for acceptance by Manatee County. A Bill of Sale is not required for this acceptance. We, therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **Accept, Execute *Required Improvements Agreement and Temporary Construction Easement for Public Improvements* warranting the performance of this agreement securing construction access;**
  - **Surety Bond No. GM203608 issued through Great Midwest Insurance Company;**
  - **Amount of Performance Security \$108,000.00.**

**MANATEE COUNTY, a political  
subdivision of the State of Florida**  
By: Board of County Commissioners  
By: *Cheri Coryea*  
County Administrator, per R-14-86

cc: Records Management  
Ken LaBarr, Infrastructure Inspections Division Manager

Public Works Department  
Fiscal Division  
1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208  
Phone number: (941) 708-7450

For: WILLOW BEND

CONSTRUCTION ACCESS

**REQUIRED IMPROVEMENTS AGREEMENT AND TEMPORARY  
CONSTRUCTION EASEMENT FOR PUBLIC IMPROVEMENTS**

(Required with a Surety Bond (Attachment "B") as security guaranteeing completion of Required Improvements, Form No. 8417)

**WHEREAS**, CWES XV, LLC (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as Willow Bend (Project), the legal description for which is more particularly described in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, the Manatee County Land Development Code, Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

**WHEREAS**, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

**WHEREAS**, the Developer desires to obtain approval of the Project prior to installation of the Required Improvements.

**WHEREAS**, the developer has submitted a cost estimate certificate by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Surety Bond referred to below is in an amount which represents at least 130% of that estimated cost; and

**WHEREAS**, the Required Improvements shall be publicly owned necessitating additional covenants and protections for the County and the public in the event that the Developer fails to complete the Required Improvements; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.

2. Developer and Great Midwest Insurance Company, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as obligee/owner in the amount of **One Hundred Eight Thousand and 00/100** Dollars (words) **\$108,000.00** (numbers), and the Developer herewith tenders to the County a Surety Bond, No. GM203608, dated \_\_\_\_\_, 20 with \_\_\_\_\_ expiring \_\_\_\_\_. Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted by the County.
3. That in consideration of the foregoing, it is hereby mutually AGREED as follows:
- (a) The Developer shall complete to the satisfaction of the County all Required Improvements on or before the 16th day of June 2021 in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety, upon thirty (30) days written notice of the default from the County will cause to be completed the Required Improvements pay all costs, thereof, including without limitation all engineering, legal and contingent costs.
  - (b) In the event the Developer should fail or refuse to fulfill within the time specified its obligations under this Agreement, the County, at its option, shall have the right to enter upon that portion of the Project property, as determined necessary by the County and take all actions required to construct and complete, or cause to be constructed the Required Improvements. In the event the County should exercise such right, the County shall have the unqualified right to draw funds for the purpose of construction and completing the Required Improvements, or causing the same to be done, and for paying costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the terms of the Surety Bond. The Developer shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the county may sustain on account of the failure of the Developer to fulfill its obligations as described herein.
  - (c) The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to complete the Required Improvements.
  - (d) Should it become necessary for the County to complete the Required Improvements, the Developer hereby appoints the County as its agent for the purposes of using the approvals granted for the required improvements.

4. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing the Required Improvements for the life of the Project, without regard to the amount of the Surety Bond identified above. Should the Developer fail or refuse to complete the Required Improvements, as required, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.
5. The Developer understands and agrees that in the event that the Required Improvements are not constructed or installed in the manner or time consistent with this Agreement, the County shall withhold further permits or approvals for the Project until the Required Improvements have been completed or adequate progress, as determined by the Board of County Commissioners, toward completion of the Required Improvements has been demonstrated.
6. Upon the County's completion of private improvements, the improvement shall be transferred to the Homeowner's Association or that entity set up in the deed restrictions to be responsible for ongoing maintenance of the improvements. In no event shall public funds be used for the maintenance of private improvements, unless they are dedicated to and accepted by the County.

For: Willow Bend

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESSES:

[Signature]  
Witness

Christine Weiland  
Type or Print Name

[Signature]  
Witness

Cynthia J. Malinoski  
Type or Print Name

CWESX LLC

BY: [Signature]  
Developer

Douglas Weiland  
Signature

manager  
Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)

Postal Address

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida  
COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of MAY, 2020 by Douglas Weiland, as manager, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Cynthia J. Malinoski  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 8<sup>th</sup> day of June, 2020.

MANATEE COUNTY  
A political subdivision of the State of Florida  
By: Board of County Commissioners  
By: [Signature]  
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF MANATEE

This instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 8<sup>th</sup> day of June, 2020 by Cheri Corvea (County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced N/A as identification.

[Notary Seal]   
VIDA GORDON  
MY COMMISSION # GG 362664  
EXPIRES: August 6, 2023  
Bonded Thru Notary Public Underwriters

[Signature]  
Notary Public Signature  
Vida Gordon  
Printed Name



Manatee County Public Works Dept.  
Engineering Services  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Phone: (941) 708-7462  
www.mymanatee.org

May 04, 2020

JES Properties

Attn: Dr. Douglas Weiland  
334 East Lake Road #172  
Palme Harbour, FL 34685

RE: Willow Bend- Public Subdivision  
PDR-04-18/FSP-14-04 (R2) DTS#20170340  
Security Cost Estimate for Protection of Local Road  
Reason – Construction Access

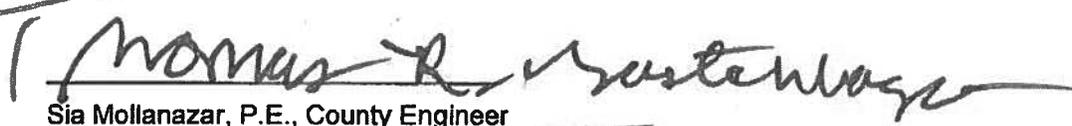
Dear Dr. Weiland:

Accost estimate for 2800 lf at \$14.50 /s.y was derived at during our recent meeting. The purpose is to protect a portion of existing local roads in Harrison Ranch subdivision from potential damage that could occur from the construction access route being approved with you Right-of-Way Use Permit. The roadway limits of the bond will be shown on the Permit and the term will need to extend until the last Certificate of Completion has been issued by Infrastructure Inspections.

A security in the amount of \$108,000 would be sufficient to assure the County correction of any damage to the Construction access across local road limits shown on the Right-of-Way Use Permit exhibit.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

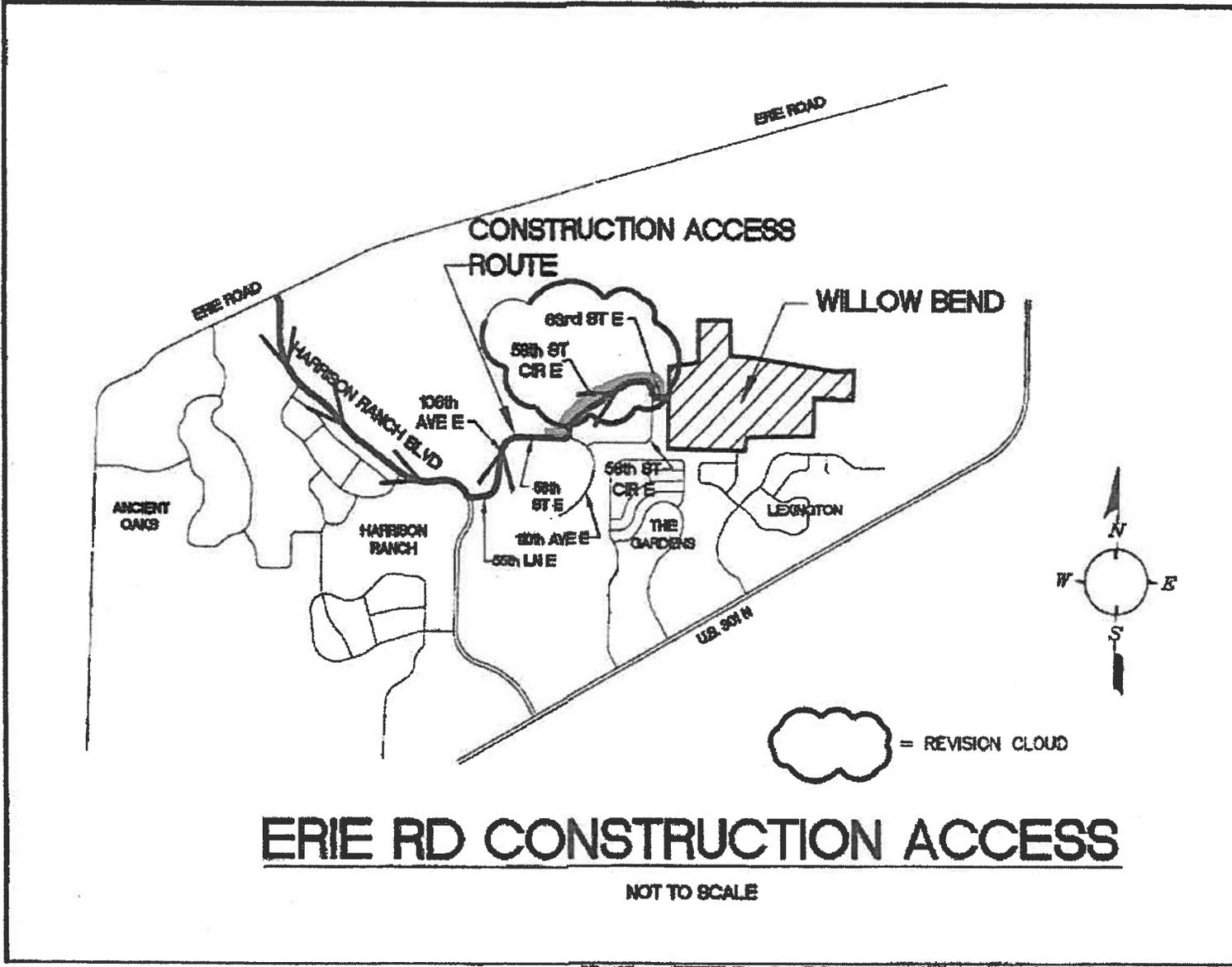
  
Sia Mollanazar, P.E., County Engineer  
Deputy Director- Engineering Services

TRG for SMC

SM/cm

cc: Brandy Wilkins, Bond Coordinator, Public Works Dept.  
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.  
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.

■ - CONSTRUCTION ACCESS  
BOND \$ 108,000.00



# ERIE RD CONSTRUCTION ACCESS

NOT TO SCALE

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED IMPROVEMENTS**  
(Attachment "A") **BOND NO. GM203608**

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, CWES XV LLC as Principal, and Great Midwest Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$108,000.00 (Numbers) One Hundred Eight Thousand and 00/100 Dollars (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Public Subdivision Improvements" which is hereby incorporated herein by reference.

**THE CONDITION** of the above obligation is such that, whereas the Principal has entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Willow Bend Public Subdivision (Subdivision).  
Construction Access

**NOW THEREFORE**, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and "Agreement for Public Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

Willow Bend Public Subdivision
FOR: Construction Access
(Name of Project)

BOND NO. GM203608

SIGNED AND SEALED this 13th day of May, 20 20

Great Midwest Insurance Company

By: [Signature] Surety Company Name

Signature - As its Agent
Attorney-in-fact and FL Licensed Resident Agent

Kevin Wojtowicz
Print Name & Title

1000 Central Ave #200,
Address
St Petersburg FL 33705

City State Zip

WITNESSES OR CORPORATE SEAL

[Signature]
Signature

Eileen Heard
Print Name

[Signature]
Signature

Stephanie Wall
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of [X] physical presence
or [ ] online notarization this 13th day of May, 20 20, by
Kevin Wojtowicz as Attorney-in-fact (Title), on
behalf of the Surety identified herein, and who is personally known to me or who has produced
n/a (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public

Print Name of Notary

Commission No. My Commission Expires:

**DEVELOPER SIGNATURE FORM**

Willow Bend Public Subdivision  
FOR: Construction Access  
BOND NO. GM203608

**WITNESSES OR CORPORATE SEAL:**

[Signature]  
Witness  
Christine Weiland  
Type or Print Name  
[Signature]  
Witness  
Cynthia J. Malinoski  
Type or Print Name

CWES XV LLC  
Developer  
BY: [Signature]  
Signature  
Douglas Weiland  
Type or Print Name  
as manager  
Title (If attorney-in-fact Attach Power of Attorney)

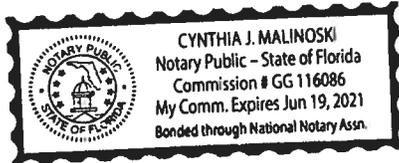
Postal Address  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida  
COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26<sup>th</sup> day of MAY, 2020, by Douglas Weiland, as manager, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Cynthia J. Malinoski  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 8<sup>th</sup> day of June, 2020

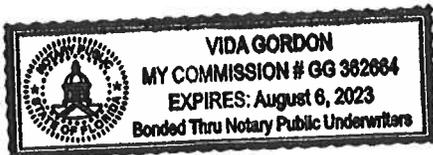
**MANATEE COUNTY**  
A political subdivision of the State of Florida  
By: [Signature]  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of June, 2020, by Cheri Corvea (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification

NOTARY SEAL:



[Signature]  
Notary Public  
Vida Gordon

Print Name of Notary

POWER OF ATTORNEY

GM-203608

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:  
Jessica P. Reno, Kevin Wojtowicz

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Four Million dollars (\$4,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.



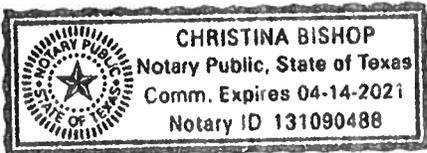
**GREAT MIDWEST INSURANCE COMPANY**

BY *Peter B. Smith*

Peter B. Smith  
President

### ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY *Christina Bishop*

Christina Bishop  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of May, 2020.



BY *Leslie K. Shaunty*

Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**