

SUBJECT: Suncoast Community Health Center Ruskin Off-Site **PI#6457**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 8, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads, drainage, water and wastewater) for Maintenance to serve Suncoast Community Health Center Ruskin Off-Site, located in Section 09, Township 32, 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 Check in the amount of \$17,200.30 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Improvements.

BACKGROUND:

On January 29, 2024, Permission to Construct was issued for Suncoast Community Health Center Ruskin Off-Site, after construction plan review was completed on November 29, 2023. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Suncoast Community Health Centers, Inc and the engineer is 5M Civil, LLC.

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Suncoast Community Health Centers, Inc., 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 Suncoast Community Health Center Ruskin (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:

209 LF of 6" DIP water main, 63 LF of 4" PVC force main, roadway and drainage improvements on 15th Street SE

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 218696, dated 3/12/2025 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:

Owner/Developer:

Witness Signature


Roberto Morales, BPS, MPA

Printed Name of Witness


Witness Signature

Tammy Mitchell

Printed Name of Witness

By _____

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

Bradley P. Herremans, MBA, FACHE

Printed Name of Signer

Chief Executive Officer

Title of Signer

313 S. Lakewood Dr., Brandon, FL 33511

Address of Signer

(813) 653-6268

Phone Number of Signer

CORPORATE SEAL

(When Appropriate)

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.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
12 day of MARCH, 2025, by Bradley P. Herrenans as
(day) (month) (year) (name of person acknowledging)
CEO for SCHC
(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

Type of Identification Produced



AMY D. NIZAMOFF
Notary Public
State of Florida
Comm# HH442542
Expires 1/1/2028

Amy D. Nizamoff
(Signature of Notary Public - State of Florida)

Amy D. Nizamoff
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH442542
(Commission Number)

01/01/28
(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

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT

OFFICIAL CHECK

HAS A MICRO-PRINT SIGNATURE LINE AND BORDER. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

218696



The Bank of Tampa

POST OFFICE BOX ONE
TAMPA, FLORIDA 33601-0001

Agent for MoneyGram

64-305/611

Suncoast Community Health Centers

03/12/2025

REMITTER

PAY TO THE ORDER OF Hillsborough County BOCC

17,200.30

**** Seventeen Thousand Two Hundred and 30/100****

DOLLARS

Memo: closing documents

DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WELLS FARGO BANK, N.A.
BUFORD, GA

Julie A. Knevek
AUTHORIZED SIGNATURE

MP

⑈ 218696 ⑈ ⑆061103056⑆0150010781995⑈

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT THE TOP TO THE LIGHTEST TONE AT THE BOTTOM

SUNCOAST COMMUNITY HEALTH CENTER RUSKIN

OFFSITE IMPROVEMENTS

ENGINEERS CONSTRUCTION COST ESTIMATE FOR WARRANTY

From the attached contractor costs, the construction cost is \$103,696.00 for the utilities.

Subtotal Warranty Amount = $(\$103,696.00) \times .10 = \mathbf{\$10,369.60}$

From the attached contractor costs, the construction cost is \$68,307.00 for the roadway.

Subtotal Warranty Amount = $(\$68,307.00) \times .10 = \mathbf{\$6,830.70}$

A total warranty amount of = \$17,200.30

Jesus A Merly

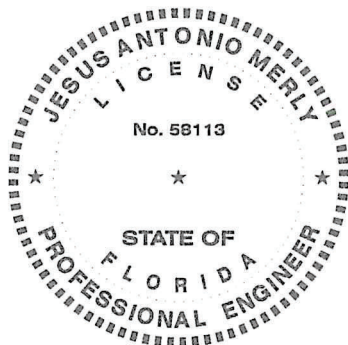
2025.02.26

'00'05- 09:43:47



Jesus A. Merly, P.E.

Florida Registration #58113



Jesus Antonio Merly, State of Florida,
Professional Engineer License No. 58113

This item has been digitally signed and sealed
by Jesus Antonio Merly, P.E. on the date
adjacent to the seal.

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.