

SUBJECT: Boyette Shell #447 Off-Site aka Boyette Chevron
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 8, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

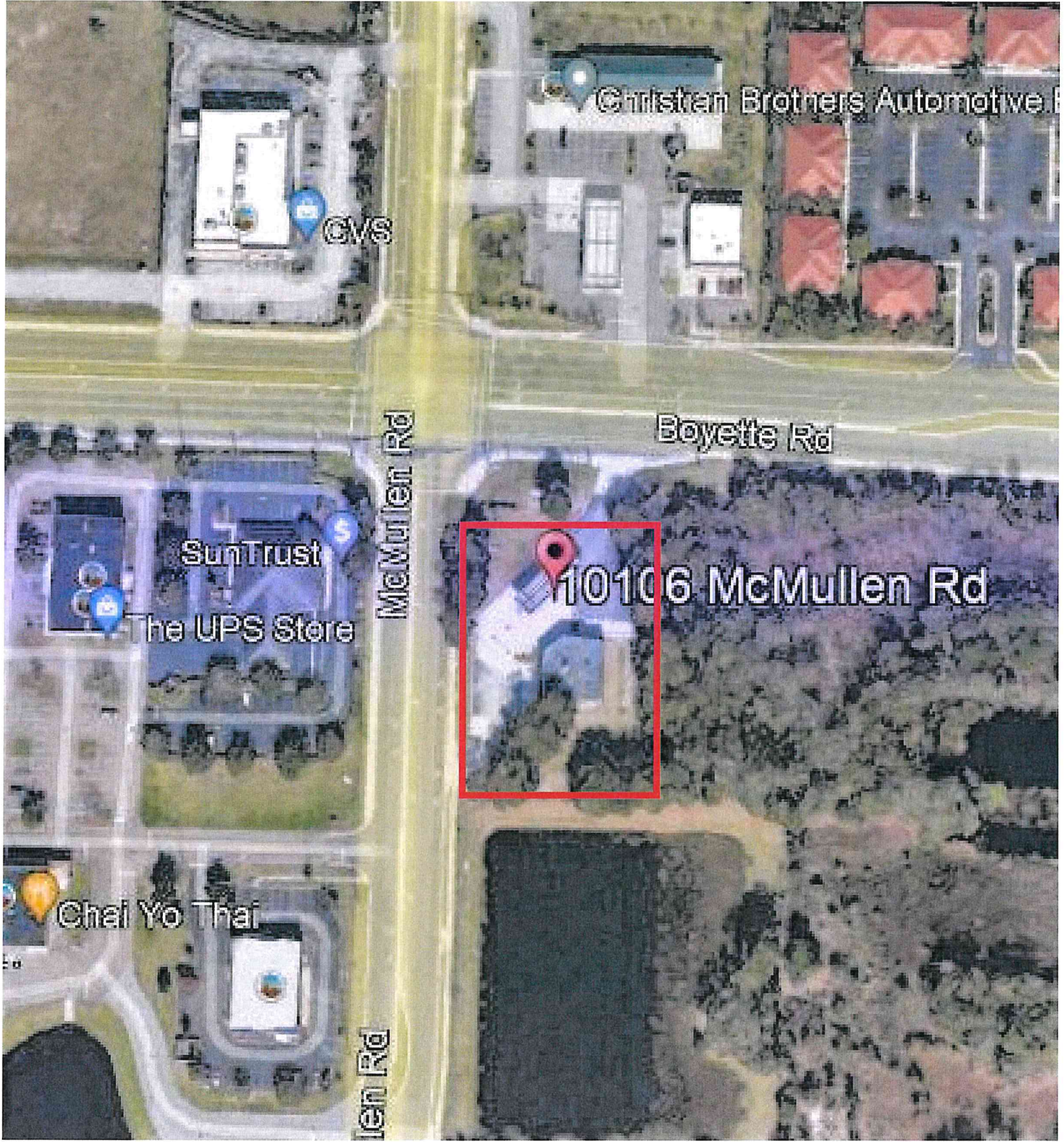
Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Boyette Shell #447 Off-Site located in Section 22, Township 30, and Range 20. 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 Letter of Credit in the amount of \$11,944.88 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 11, 2017, Permission to construct was issued for Boyette Shell #447 Off-Site. 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 Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is Tampa Acquisitions, Inc. and the engineer is Infinity Engineering Group, LLC.

← TR
Keep
amc
#1446

APEC-BOYETTE SHELL
10106 McMULLEN RD.
RIVERVIEW, FL 33569



PA ID# 076737.0200
TAMPA ACQUISITIONS, INC.
ID#3488 SR#16-0269

← φ
dat

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

This Agreement made and entered into this 30th day of November, 2021, by and between Tampa Acquisitions, 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 Boyette Shell #447; 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 Boyette Shell #447 are as follows:
Sewer: 675 l.f. 8" C900 PVC pipe, 1-8"x8"x8" Tee Fitting, 4- 8" 45° Fittings, 1-8"x 2" Reducer Fitting, 2-8" Cap Fittings, 1-8"x8"x4"x4" Cross Fitting, 5-8" Plug Valves, 2-4" Plug Valves, 1-8" Air Release Valve.
Water: 50 l.f. PE Tubing, 12" x 2" Double Strap Saddle and 2" Ball Valve Curb Stop, 2"x2"x2" tee, 2" x 1" Reducer Fitting, 2-1" Water Meters..

Stormsewer/road: Stormwater structure and pipe connection, 200 sq.yds 2" asphalt SP12.5,& base, 200 sq. yds 1" asphalt FC9.5.

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 OD21002884, dated November 26th, 2021, with Valley National Bank by order of Ronald Bargiel First Vice President, or
- b. A Warranty Bond, dated _____, with _____ as Principal, and _____ as Surety, or
- c. Cashier/Certified Check, number _____, dated _____, 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.

← defo
LOC#
+
date

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

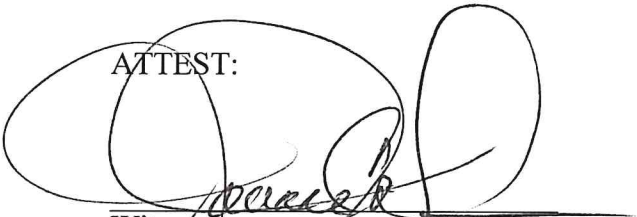

4. In the event the Owner/Developer shall fail or neglect to fulfill his obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, 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 30th day of November, 2021

ATTEST:

 Witness

 Witness

OWNER/DEVELOPER:

 Authorized Corporate Officer or Individual
William D. McKnight
 Name (typed, printed or stamped)

NOTARY PUBLIC

1201 Oakfield Dr. Ste 109, Brandon, FL, 33511
 Address of Signer
(813) 681-4279

CORPORATE SEAL
 (When Appropriate)

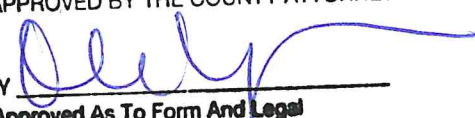
Phone Number of Signer

ATTEST:
 _____ Clerk of
 the Circuit Court

BOARD OF COUNTY COMMISSIONERS
 HILLSBOROUGH COUNTY, FLORIDA

By: _____
 Deputy Clerk
 Owners Developers Warranty Agreement 050107.doc

By: _____
 Chair

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 29th day of November, 2021, by William D. McKnight, President of Tampa Acquisitions, Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Joanne C. Johnson

Title or Rank: _____

Serial Number, if any: _____



My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

October 18, 2021

RE: **Boyette Shell (ID 3488)**
SR#16-0269
10106 McMullen Road
Riverview, Florida 33569
IEG Project Number: 140-40.00



INFINITY ENGINEERING
 GROUP, LLC

To whom it may concern:

The values shown below for construction of Road and Utility improvements in the public right of way taken are from contractor provided construction figures:

Boyette Rd ForceMain		Boyette Rd resurfacing & storm		Boyette Rd Water Service	
\$ 52,304.00		\$ 2,766.12		\$7,133.34	(Tap assembly, GV, 2" PE service 1" potable, 1" irrig.)
\$ 5,560.00		\$ 1,390.91			
\$ 3,425.00		\$ 15,388.65			
\$ 7,588.00	exclude soft dig locate	\$ 3,482.95			
		\$ 18,744.37			
		\$ 4,025.00			
		\$ 5,228.50			
		\$ 9,717.50	excluded general conditions from bond estimate		
\$ 61,289.00		\$ 51,026.50		\$ 7,133.34	
Total	\$ 119,448.84				
Bond 10% =	\$ 11,944.88				

Sincerely,

Nisit Sapparkhao, P.E.
 FL Reg. No. 64085
 Certificate of Authorization No. 27889

October 18, 2021

George Goodwin
Hillsborough County
Development Review Division
Development Services Department



INFINITY ENGINEERING
GROUP, LLC

RE: Boyette Shell (ID 3488)
SR#16-0269
10106 McMullen Road
Riverview, Florida 33569
IEG Project Number: 140-40.00

To whom it may concern:

I hereby certify that the sanitary sewer and potable water improvements have been completed in basic conformance with the plans and specifications approved by Hillsborough County. The lift station was successfully started on 09/28/2021. The sewer forcemain and the water service connections were pressure tested on 8/12/21. Please find attached copies of Utility close-out documents, record drawings as-built surveys (provided by the project surveyor). Excavatable flowable fill was used to backfill of the excavations for water and sewer connections taking the place of density reports.

If you should have any questions or concerns regarding the above certification, please contact this office at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to be "Nisit Sapparkhao".

Nisit Sapparkhao, P.E.
FL Reg. No. 64085
Certificate of Authorization No. 27889



Original

January 13, 2022

**VALLEY NATIONAL BANK IRREVOCABLE
STANDBY LETTER OF CREDIT NUMBER: OD22002912**

To: Beneficiary

Name: Hillsborough County, a political subdivision
of the State of Florida
Attn: Hillsborough County BOCC
Address: 601 E. Kennedy Blvd.
Tampa, FL 33602

Applicant

Name: Tampa Acquisitions, Inc.
Address: 1201 Oak Field Drive, Suite 109
Brandon, FL 33511

only u
to h
10%
but

Amount: U.S. \$144,000.00 (United States Dollars One Hundred Forty Four Thousand and 00/100)

Expiration Date: April 13, 2024 at our counters at 924 Broadway, 4th Floor, New York, NY 10010

We hereby establish our irrevocable, standby letter of credit in your favor which is available with us at our office indicated herein by sight payment. It is available against presentation of beneficiary's draft(s) drawn on us at sight, accompanied by the following documents:

1. A written statement purportedly signed by an authorized representative of Hillsborough County BOCC marked "Original", reading: "The undersigned, an authorized representative of Hillsborough County BOCC, hereby certifies that the amount of the present drawing under Irrevocable Standby Letter of Credit No. OD22002912, issued by Valley National Bank represents the amount due Hillsborough County BOCC as Tampa Acquisitions, Inc. has defaulted under the terms and conditions of the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements between Hillsborough County BOCC and Tampa Acquisitions, Inc. dated February 8, 2022."
2. This original of this letter of credit including any and all original amendments thereto.

All drafts must be marked as "Drawn under Valley National Bank Irrevocable Standby Letter of Credit No. OD22002912 dated January 13, 2022.

We hereby agree with the drawers, endorsers, and bona fide holder of draft(s) drawn under and negotiated in compliance with the terms of this letter of credit shall be duly honored upon due presentation to us.

This letter of credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600, and any subsequent revisions thereof approved by a congress of the International Chamber of Commerce and adhered to by us.

Very truly yours,

VALLEY NATIONAL BANK

By: Ronald Bargiel
Name: Ronald Bargiel
Title: First Vice President

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

International Department
Standby Letter of Credit Section
P: 212-253-4901 • 212-253-5065
F: 212-254-0573 • 212-254-0715
924 Broadway, 4th Floor
New York, NY 10010