

SUBJECT: Circle K Ehrlich Off-Site **PI#5503**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 11, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads, drainage, sidewalks and water) for Maintenance to serve Circle K Ehrlich Off-Site, located in Section 06, Township 28, and Range 18, 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 \$22,096.35 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On October 16, 2023, Permission to Construct Prior to Platting was issued for Circle K Ehrlich Off-Site, after construction plan review was completed on September 29, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Circle K Stores, Inc. and the engineer is Bowman Engineering.

Aerial Site Location Map

5368 Ehrlich Road, Tampa FL 33625



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

This Agreement made and entered into this day of , 20 25, by and between Circle K Stores 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 Circle K - Ehrlich (PID 5503) (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:

Sidewalk connections, driveway access, road improvements, water connection and storm-water within the ROW of Turner Rd, Ehrlich Rd., and W. Village Dr.

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 12/16/24 with Circle K. Stores as Principal, and Liberty Mutual 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:

Bonisha J. Dixon
Witness Signature

Owner/Developer:

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

Bonisha Dixon
Printed Name of Witness

Aaron Brooks
Printed Name of Signer

Ademir Porcic
Witness Signature

SVP of Real Estate
Title of Signer

ADEMIR PORCIC
Printed Name of Witness

2550 W Tyvola Rd Ste 200 Charlotte NC 28217
Address of Signer

704 777 5976
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF FLORIDA NC

COUNTY OF HILLSBOROUGH Cabarrus

MU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

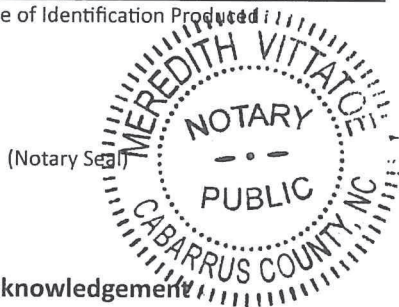
13th day of January, 2025, by Aaron Brooks as
(day) (month) (year) (name of person acknowledging)

SVP of Real Estate for Circle K Stores Inc.
(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

ID

Type of Identification Produced



Meredith Vittatoe

(Signature of Notary Public - State of Florida) NC MU

MEREDITH VITTATOE

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

12-14-2028

(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

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)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Circle K Stores Inc.

3802 Corporex Park Drive, Suite 200, Tampa, FL 33619 called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Twenty Two Thousand Ninety Six and 35/100 (\$ 22,096.35) 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 Circle K - Ehrlich (PID 5503),
 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: Sidewalk connections, driveway access, road improvements, water improvements and storm-water improvements within the ROW of Turner Road, Ehrlich Road, and W. Village Dr. (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 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.

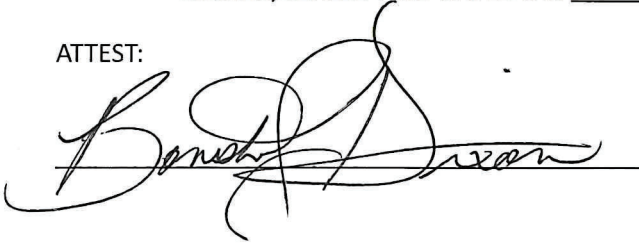
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- 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 March 11, 2027

SIGNED, SEALED AND DATED this 16th day of December, 2024.

ATTEST:



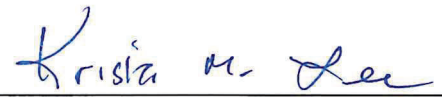
Circle K Stores Inc.

By 
Principal Seal

Liberty Mutual Insurance Company

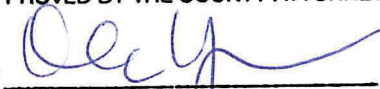

Surety Seal

ATTEST:


Krista M. Lee, Witness

By 
Attorney-In-Fact Seal
Ratthanatevy Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.




POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Rathanatevy Lor all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of December, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Bowman

Date 10/17/2024
BCG # 010728-01-001

Engineer's Opinion of Probable Cost

Project Name: Circle K - Ehrlich - Engineer's Opinion of Probable of Cost

Prepared By: Bowman Consulting

The following is an estimate of the construction costs based on the civil construction plans dated 08/28/2024 (Rev 15).

Off-site Construction					
Item #	Quantity	Unit	Description	Unit Price	Total
Pavement					
	2146	SY	1.5" ASPHALT FC-9.5, TRAFFIC B, PG 76-22	\$ 17.50	\$ 37,555.00
	1173	SY	2.5" ASPHALT SP 12.5, TRAFFIC B, PG 76-22	\$ 27.50	\$ 32,257.50
	1173	SY	8" LIMEROCK BASE	\$ 27.00	\$ 31,671.00
	1173	SY	12" STABILIZED SUBGRADE LBR 40	\$ 10.00	\$ 11,730.00
	973	SY	MILLING EXIST ASPHALT, 1-1/2" AVG DEPTH	\$ 12.00	\$ 11,676.00
	436	LF	CONCRETE CURB & GUTTER, TYPE F	\$ 40.00	\$ 17,440.00
	1	LS	THERMOPLASTIC STRIPING	\$ 9,000.00	\$ 9,000.00
	999	SY	CONCRETE SIDEWALK, 6" THICK	\$ 6.00	\$ 5,994.00
	46	SF	DETECTABLE WARNINGS	\$ 65.00	\$ 2,990.00
Drainage					
	154	LF	15" RCP	\$ 200.00	\$ 30,800.00
	2	EA	MANHOLES, P-7, <10'	\$ 7,000.00	\$ 14,000.00
	1	EA	INLETS, CURB, TYPE 9, <10'	\$ 7,500.00	\$ 7,500.00
	1	EA	MITERED END SECTION, 15" CD	\$ 3,000.00	\$ 3,000.00
	1	EA	FLUME W/RIP RAP	\$ 2,000.00	\$ 2,000.00
Totals					
				Total	\$ 217,613.50



Erik Juliano, State of
Florida, Professional
Engineer, License #68423.
This item has been
digitally signed and sealed
by Erik Juliano on the date
indicated hereon. Printed
copies of this document
are not considered signed
and sealed and the
signature must be verified
on any electronic copies.
2024.10.18 08:34:25-04'00'

Erik D. Juliano Florida License # 68423

Bowman

Engineer's Opinion of Probable Cost

Date 10/17/2024
BCG # 010728-01-001

Project Name: Circle K - Ehrlich - Engineer's Opinion of Probable of Cost

Prepared By: Bowman Consulting

The following is an estimate of the construction costs based on the civil contruction plans dated 08/28/2024 (Rev 15).

Off-site Utility Construction					
Item #	Quantity	Unit	Description	Unit Price	Total
			Utilities		
	1	EA	8"x2" TS&V	\$ 1,500.00	\$ 1,500.00
	1	EA	2" BACKFLOW PREVENTER	\$ 1,000.00	\$ 1,000.00
	1	EA	2" GATE VALVE	\$ 600.00	\$ 600.00
	15	LF	2" BLUE HDPE TUBING	\$ 20.00	\$ 300.00
	1	LS	CONCRETE PAD	\$ 450.00	\$ 450.00
	2	EA	UTILITY BOLLARDS	\$ 500.00	\$ 1,000.00
Totals					
Total				\$	3,350.00



Erik D. Juliano Florida License # 68423