

SUBJECT: FMC Brandon Medical Office Off-Site fka Brandon Gateway North
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 9, 2021
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 (Paving and Drainage) 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 FMC Brandon Medical Office Off-Site, located in Section 28, Township 29, 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 Check in the amount of \$6,652.65 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On August 31, 2020, Permission to construct was issued for FMC Brandon Medical Office 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 Check, which the County Attorney's Office has reviewed and approved. The developer is FMC Brandon Lakewood, LLC and the engineer is Halff Associates, Inc.

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

This Agreement made and entered into this ____ day of _____, 2021, by and between FMC Brandon Lakewood, 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 FMC Brandon Medical Office; 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 FMC Brandon Medical Office are as follows: Offsite watermain connection.

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, or _____
 - c. Cashier/Certified Check, number 5302129315, dated 1-21-2021, 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.

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 20th day of January, 2021.

ATTEST:

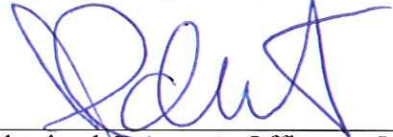
OWNER/DEVELOPER:



 Witness



 Witness



 Authorized Corporate Officer or Individual

Joe Delatorre

 Name (typed, printed or stamped)

NOTARY PUBLIC

2150 Via Bella Blvd., Land O' Lakes, FL 34639
Address of Signer

CORPORATE SEAL
(When Appropriate)

813-712-1741
Phone Number of Signer

ATTEST:

PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

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

By: _____
Chairman

APPROVED BY COUNTY ATTORNEY

BY 

 Approved as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 20th day of January, 2021, by Joe Delatorre and

respectively President and Manager of FMC Branton Leland Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Diana Heinzelman

Title or Rank: Coordinator

Serial Number, if any: # GG 309283

My Commission Expires: 7/7/2023



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: _____

THIS DOCUMENT CONTAINS VOID TEXT ON A BLUE BACKGROUND THAT WILL APPEAR WHEN PHOTOCOPIED



SUNTRUST

Official Check

5302129315

64-79/611

Purchaser FMC BRANDON LAKEWOOD LLC

Date January 21, 2021
Cost Center 1341730

Pay SIX THOUSAND SIX HUNDRED FIFTY TWO DOLLARS and 65

\$6652.65

CENTS

To the Order of HILLSBOROUGH BOARD OF COUNTY COMMISSIONERS

SunTrust Banks, Inc. by an Authorized Agent

Memo

SunTrust Bank

Authorized Signature

D. M. Biville

Payable at SunTrust Bank

⑈ 5302129315 ⑆ ⑆ 061100790 ⑆

⑈ 7019019996 ⑆

APPROVED BY COUNTY ATTORNEY

Approved as to Form and Legal Sufficiency

[Handwritten Signature]

FMC Brandon Medical Office
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost
OFF-SITE - WATERMAIN CONNECTION
JANUARY 2021

1.00	OFF-SITE WATERMAIN CONNECTION "PUBLIC"				
1.01	12" DIP Watermain	188	LF	\$81.27	\$15,278.76
1.02	6" DIP Watermain	71	LF	\$55.63	\$3,949.73
1.03	2" HDPE Watermain	6	LF	\$5.56	\$33.36
1.04	12" Gate Valve	4	EA	\$6,009.00	\$24,036.00
1.05	6" Gate Valve	4	EA	\$3,683.00	\$14,732.00
1.06	2" Gate Valve	1	EA	\$640.00	\$640.00
1.07	DIP Fittings - Bends/Tees/Couplings	10	EA	\$380.66	\$3,806.60
1.08	Fire Hydrant	1	EA	\$4,050.00	\$4,050.00
Grand Total					\$66,526.45



We improve lives and communities
by turning ideas into reality.

