

SUBJECT: Madison Ruskin Apartments Off-Site **PI#6050**
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 Madison Ruskin Apartments Off-Site, located in Section 10, 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 \$27,923.51 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Improvements.

BACKGROUND:

On February 3, 2025, Permission to Construct was issued for Madison Ruskin Apartments Off-Site, after construction plan review was completed on January 23, 2025. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Madison Ruskin Owner, LLC and the engineer is Water Resource Associates.



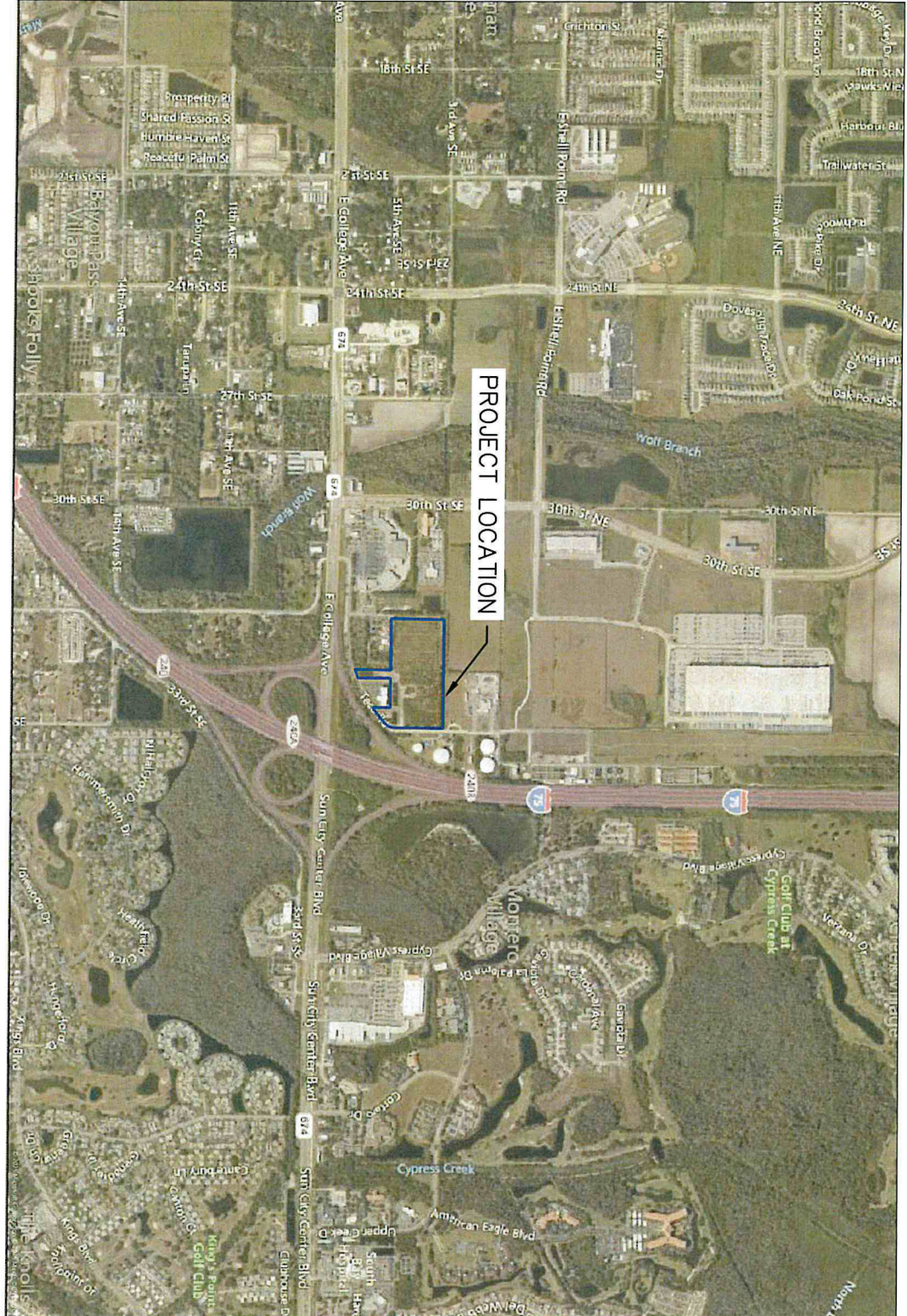
Engineering ~ Environmental
Water Resource ~ Survey

12363 Hampton Park Blvd.
Tampa, FL 33624
7978 Cooper Creek Blvd.
University Park, Florida 34201
www.wraengineering.com
CA 00007652 LB 8274 LA6667181
Phone: 813.265.3130 941.275.9721

MADISON RUSKIN
APARTMENTS



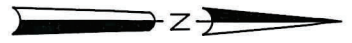
VICINITY MAP



OB NUMBER: 2124
APPROVED BY: PW
DESIGNED BY: PW
DRAWN BY: PW
REVISED DATE: 02-21-25

EX. 1

Datum: -



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 MADISON RUSKIN OWNER LLC, 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 Madison Ruskin Apartments (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:

Asphalt, base, curb & striping for Teco Roadway improvements, drainage infrastructure,

water main improvements, and force main improvements within Teco Rd ROW

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 137161, dated 2/21/25 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:

Amanda Shaw
Witness Signature

Amanda Shaw
Printed Name of Witness

J M Boyle
Witness Signature

Joy M Boyle
Printed Name of Witness

Owner/Developer:
By [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Joe F League, Sr.
Printed Name of Signer

President
Title of Signer

6805 Carnegie Blvd, Suite 120
Address of Signer Charlotte NC 28211

704-875-0433
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CINDY STUART
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
COUNTY OF HILLSBOROUGH

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

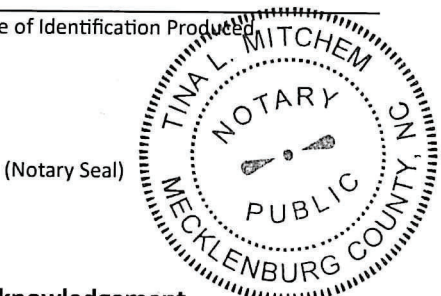
20 day of February, 2025, by Joe F. Teague, Jr as
(day) (month) (year) (name of person acknowledging)
President for Madison Buskin Owners, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

[Signature]
(Signature of Notary Public - State of Florida) North Carolina

Type of Identification Produced

Tina L. Mitchem
(Print, Type, or Stamp Commissioned Name of Notary Public)



20000750167 4-15-29
(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

Stop Payment Requests cannot be accepted until 90 days after the issue date. An Indemnity Bond will be required before this Cashier's Check will be replaced or refunded.



Cashier's Check 1371611

Date: 2/21/2025

REMITTER MADISON RUSKIN OWNER LLC

Branch: 0021

**PAY
TO THE
ORDER OF**

** EXACTLY **27,923 AND 51/100 DOLLARS

\$27,923.51

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

⑈0001371611⑈ ⑆064008637⑆ 589157736⑈



Cashier's Check 1371611

DATE: 2/21/2025

REMITTER: MADISON RUSKIN OWNER LLC

BRANCH: 0021
ORIGINATOR: PBANGTAYLO
TIME: 9:16:53
CKAMT: \$27,923.51
FEEAMT: 0000000000

TO: HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

TOTAL: \$27,923.51

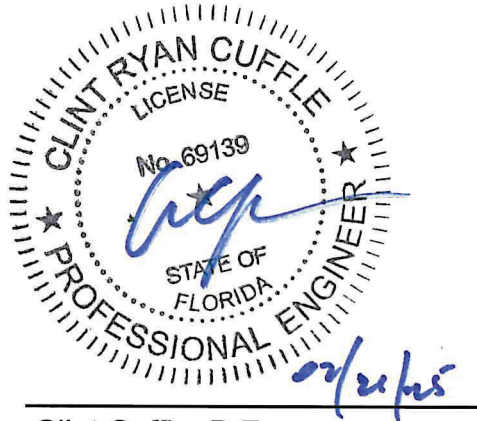
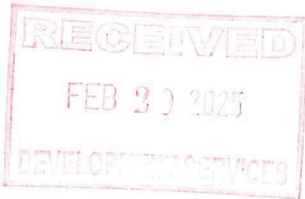
NON-NEGOTIABLE

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

SUMMARY FOR WARRANTY BOND
Madison Ruskin Apartments
Project ID #6050; Folio #54990.0000

Roadway	\$185,179.45
Storm	\$38,432.67
Water	\$37,572.13
Forcemain	\$18,050.88
Total Amount	<u>\$279,235.13</u>
Warranty Bond Amount (10% of Total)	<u>\$27,923.51</u>



Clint Cuffle, P.E
License #69139

Madison Ruskin Apartments: Public ROW Cost Breakdown

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
ROADWAY					
1	12" CRUSHED CONCRETE	SY	1,540	\$33.03	\$50,866.20
2	1.5" TYPE FC 9.5 ASPHALT	SY	3,508	\$23.25	\$81,561.00
3	5' PAVED SHOULDER	SY	536	\$17.50	\$9,380.00
4	CONCRETE CURB	LF	84	\$22.50	\$1,890.00
5	SIDEWALK	SF	5,029	\$5.25	\$26,402.25
6	TRUNCATED DOME MATS	EA	2	\$40.00	\$80.00
7	SIGNAGE AND STRIPING	LS	1	\$15,000.00	\$15,000.00
					\$185,179.45
STORM					
8	TYPE C DB INLET	EA	5	\$5,200.00	\$26,000.00
9	18" RCP CL III	LF	16	\$69.58	\$1,113.28
10	24" RCP CL III	LF	51	\$94.89	\$4,839.39
11	19"X30" ERCP	LF	48	\$135.00	\$6,480.00
					\$38,432.67
WATER					
12	8" DIP W.M.	LF	105	\$48.45	\$5,087.25
13	4" DIP	LF	25	\$18.16	\$454.00
14	8" GATE VALVE & BOX	EA	5	\$1,961.30	\$9,806.50
15	4" GATE VALVE & BOX	EA	2	\$1,240.07	\$2,480.14
16	8" MJ TEE	EA	2	\$415.00	\$830.00
17	4" MJ TEE	EA	2	\$415.00	\$830.00
18	8" MJ BEND	EA	3	\$250.00	\$750.00
19	4" MJ BEND	EA	4	\$250.00	\$1,000.00
20	12"x8" TAPPING SLEEV AND VALVE	LS	1	\$8,996.60	\$8,996.60
21	20" STEEL CASING	LF	47	\$156.12	\$7,337.64
					\$37,572.13
FORCEMAIN					
22	4" PVC FORCEMAIN	LF	408	\$19.61	\$8,000.88
23	4" FORCEMAIN FITTINGS	LS	1	\$5,000.00	\$5,000.00
24	ABOVE GROUND ARV ASSEMBLY	EA	1	\$2,500.00	\$2,500.00
25	4" PLUG VALVES	EA	3	\$850.00	\$2,550.00
					\$18,050.88