

SUBJECT: 10410 Gibsonton Dr. Off-Site **PI# 6200**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 10, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water, wastewater and roadway) for Maintenance to serve 10410 Gibsonton Dr. Off-Site, located in Section 34, Township 28, and Range 20 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 Letter of Credit in the amount of \$56,934.25 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On April 11, 2023, Permission to Construct was issued for 10410 Gibsonton Dr. Off-Site, after construction plan review was completed on March 2, 2023. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is Rocwell Mathog, LLC and the engineer is Avid Group.

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

This Agreement made and entered into this ____ day of _____, 20____, by and between Rocwell Mathog, 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 10410 Gibsonton Dr (PI#6200) (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:

Water, Wastewater and Roadway improvements in accordance with the approved plans.

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 530004352, dated 5-30-14, with Valley Bank by order of BOCC, or
- b. A Warranty Bond, dated _____ with _____ as Principal, and _____ 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:

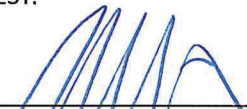
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
- (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; 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:


 Witness Signature 1918 W Cass St,
Tampa, FL 33606

Jillian Osborne
Printed Name of Witness


 Witness Signature 1918 W Cass St
Tampa, FL 33606

Johnny Williams Jr
Printed Name of Witness

Owner/Developer:

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

Justin Basil
Printed Name of Signer

Manager
Title of Signer

1918 W Cass St,
Tampa, FL 33606
Address of Signer

813-251-0544
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

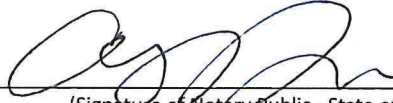
BY 
 Approved As To Form And Legal

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
20th day of June, 2024, by Justin Basil as
(day) (month) (year) (name of person acknowledging)
Manager for Rocwell Mathog 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 of Notary Public - State of Florida)

Type of Identification Produced

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



ARIEL DIAZ
Notary Public
State of Florida
Comm# HH277680
Expires 6/16/2026

HH277680
(Commission Number)

6/16/2026
(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)



AUGUST 05, 2024

VALLEY NATIONAL BANK IRREVOCABLE
STANDBY LETTER OF CREDIT NUMBER: S30004352

TO: BENEFICIARY	APPLICANT
NAME: HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	NAME: ROCWELL MATHOG LLC
ATTN: HILLSBOROUGH COUNTY BOCC	ADDRESS:
ADDRESS:	1918 W. CASS STREET
601 E. KENNEDY BLVD.	TAMPA, FL 33606
TAMPA, FL 33602	TO: BENEFICIARY

AMOUNT: U.S. \$56,934.25 (UNITED STATES DOLLARS FIFTY SIX THOUSAND NINE
HUNDRED THIRTY FOUR AND 25/100)
EXPIRATION DATE: OCTOBER 11, 2026 AT OUR COUNTERS AT 350 MADISON AVENUE,
3RD FLOOR, NEW YORK, NY 10017

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. S30004409, ISSUED BY VALLEY
NATIONAL BANK REPRESENTS THE AMOUNT DUE HILLSBOROUGH COUNTY BOCC AS
ROCWELL MATHOG LLC 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 ROCWELL MATHOG LLC
DATED 9/11/24."

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. S30004352 DATED AUGUST 5,
2024."

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 IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL
STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION
NO. 590 AND ANY SUBSEQUENT REVISIONS THEREOF APPROVED BY BY A CONGRESS



OUR REF NO: S30004409

DATE: August 05, 2024

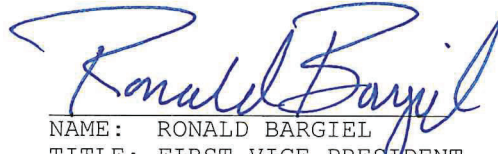
OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ADHERED TO BY US, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

VERY TRULY YOURS,

VALLEY NATIONAL BANK



NAME: KEITH STAPLETON
TITLE: FIRST VICE PRESIDENT



NAME: RONALD BARGIEL
TITLE: FIRST VICE PRESIDENT

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.



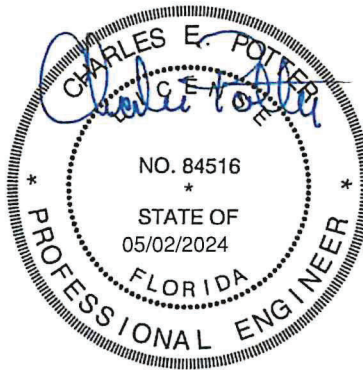
2300 CURLEW ROAD, Suite 201
PALM HARBOR, FLORIDA 34683
PHONE (727) 789-9500
FAX (727) 784-6662

[AUTH#6139 LB7345]
WWW.AVIDGROUP.COM

May 1, 2024

SUMMARY FOR BOND PURCHASE – Owner / Developer’s Agreement for Warranty
10410 Gibsonton Dr.
PI # 6200
FOLIO # 76453-0000

Offsite Water System	\$297,172.50
Offsite Wastewater	\$89,270.00
Offsite Roadway Improvements	\$182,900.00
<u>Total Amount</u>	<u>\$569,342.50</u>
Bond Amount (10% of Total)	\$56,934.25



Charles E. Potter, P.E. #84516

This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



AVID Group

2300 Curlew Road, Suite 201

Palm Harbor, FL 34683

<http://www.avidgroup.com>

Ph (727) 789-9500 / Fax (727) 784-6662

10410 Gibsonton Dr.
Hillsborough County, Florida

PI # 6200

Engineer's Opinion of Probable Construction Costs
May 1, 2024

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
WASTEWATER				
4" Plug Valve and Box	2	EA	\$ 3,285.00	\$ 6,570.00
4" PVC-C900	160	LF	\$ 218.22	\$ 34,915.20
6"x4" Tapping Sleeve and Valve	1	EA	\$ 9,627.20	\$ 9,627.20
4"45 Degree Bend (MJ)	6	EA	\$ 847.10	\$ 5,082.60
10" Steel Casing	135	LF	\$ 245.00	\$ 33,075.00
TOTAL:				\$ 89,270.00

NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

MJ=Mechanical Joint

Charles E. Potter, P.E.
License No. 84516



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10410 Gibsonton Dr.

Hillsborough County, Florida

PI # 6200

Engineer's Opinion of Probable Construction Costs

May 1, 2024

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
ROADWAY				
FDOT Valley Gutter	80	LF	\$ 23.50	\$ 1,880.00
FDOT Type "F" Curb	280	LF	\$ 20.70	\$ 5,796.00
12" Stabilized Subgrade	7,573	SF	\$ 2.00	\$ 15,146.00
Base Material Crushed Concrete - LBR-100 (10" depth)	7,300	SF	\$ 4.90	\$ 35,770.00
1.5" Asphalt FC 9.5	11,784	SF	\$ 3.60	\$ 42,422.40
3" Asphalt Type SP 12.5	6,948	SF	\$ 3.52	\$ 24,456.96
6" Thick Concrete Sidewalk	260	SY	\$ 97.37	\$ 25,316.20
Raised Pavement Marker	1	EA	\$ 23.00	\$ 23.00
14"x23" ERCP Storm Pipe	26	LF	\$ 226.80	\$ 5,896.80
14"x23" Mitered End Section	2	EA	\$ 2,874.30	\$ 5,748.60
Headwall - Concrete	1	EA	\$ 4,668.45	\$ 4,668.45
Flume - Concrete	1	EA	\$ 3,258.45	\$ 3,258.45
Sidewalk Ramp - FDOT Type CR-F	2	EA	\$ 2,126.57	\$ 4,253.14
ADA Detectable Warning Mats	2	EA	\$ 480.00	\$ 960.00
Final Grading and Sod	3,800	SF	\$ 0.58	\$ 2,204.00
Striping and Signage	1	LS	\$ 5,100.00	\$ 5,100.00
TOTAL:				\$ 182,900.00

NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

Charles E. Potter, P.E.

License No. 84516