

**SUBJECT:** GSA at 5519 W. Hillsborough Ave Off-Site **PI# 4736**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** September 13, 2022  
**CONTACT:** Lee Ann Kennedy

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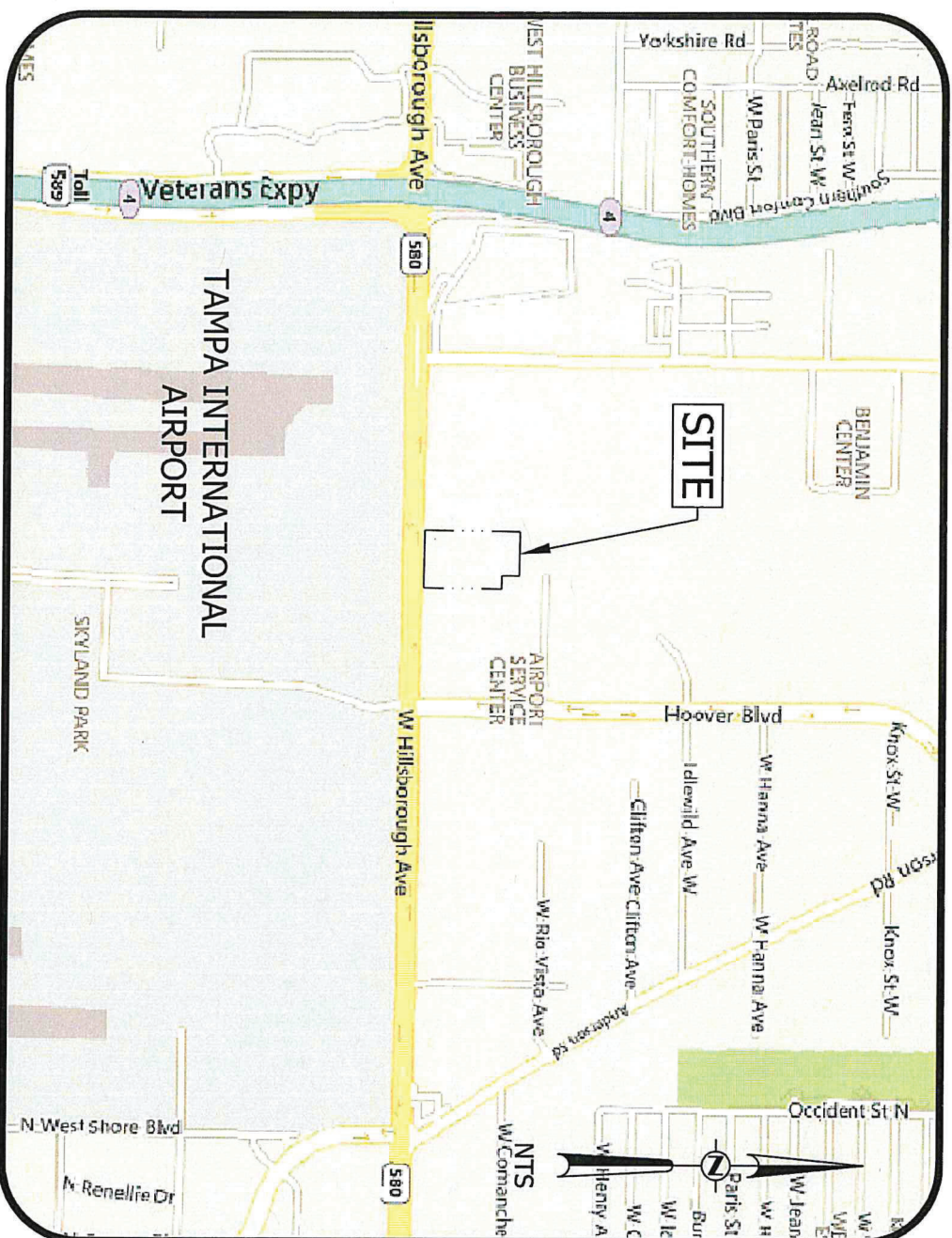
**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve GSA at 5519 W. Hillsborough Ave Off-Site located in Section 31, Township 28, and Range 18 (forcemain) for Maintenance 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 \$3,516.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On August 16, 2019, Permission to construct was issued for GSA at 5519 W. Hillsborough Ave Off-Site. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is WSSA Tampa CBP, LLC and the engineer is Avid Group.

## VICINITY MAP



**GSA @ 5519 HILLSBOROUGH AVENUE**  
**PI #4736**



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between  
\_\_\_\_\_ WSSA Tampa CBP, 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 GSA at 5519 W. Hillsborough Ave. (PI#4736) (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:

**Wastewater connection from new 6"x4" Tap at Point of Connection, 4" Plug Valve, 4"x3" Reducer, 3"x2" Reducer, 2" Tee, 2" Plug Valve and 689 LF of 3" HDPE Forcemain with associated Fittings.**

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 9180416490, dated 08/22/2022 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:

Donna Klagstad  
Witness Signature

DONNA KLAGSTAD  
Printed Name of Witness

Annette Frank  
Witness Signature

Annette Frank  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Owner/Developer:

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

TROY FARAH  
Printed Name of Signer

MANAGER  
Title of Signer

503 S. SAGINAW ST. STE 600  
Address of Signer FLINT MI 48502

810.239.1551  
Phone Number of Signer

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~~ MICHIGAN  
COUNTY OF ~~HILLSBOROUGH~~ GENESEE

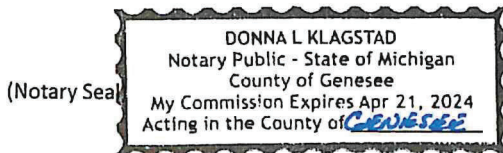
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this  
21<sup>st</sup> day of April JUNE, 2022, by TROY FARAH as  
(day) (month) (year) (name of person acknowledging)  
MANAGER for WSSA TAMPA CBP LLC  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

Donna L. Klagstad  
(Signature of Notary Public - State of ~~Florida~~ Michigan)

DONNA L. KLAGSTAD  
(Print, Type, or Stamp Commissioned Name of Notary Public)



\_\_\_\_\_  
(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

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

\_\_\_\_\_  
(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

CASHIER'S CHECK

CHASE

Remitter: WSSA TAMPA CBP, LLC

Date 08/22/2022

9180416490

Void after 7 years

440

Pay To The Order Of: HILLSBOROUGH COUNTY BOCC

Pay: THREE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND 00 CENTS

\$\*\* 3,516.00 \*\*

Do not write outside this box

GSA AT W. HELLSBOROUGH AVE

Memo: #4736 WASTEWATER

Note: For information only. Comment has no effect on bank's payment.


Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH

⑈9180416490⑈ ⑆044000037⑆ 758661326⑈

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal  
Sufficiency.

**AVID Group**

2300 Curlew Road, Suite 201

Palm Harbor, FL 34683

<http://www.avidgroup.com>

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

**GSA at 5519 W. Hillsborough Ave.**

Hillsborough County, Florida

PI # 4736

**Engineer's Opinion of Probable Construction Costs**

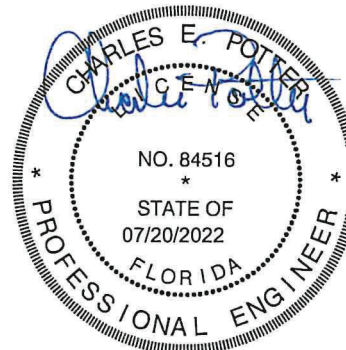
June 27, 2022

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>WASTEWATER</b>				
6"x4" Tapping Sleeve & Valve	1	EA	\$ 1,784.15	\$ 1,784.15
2" Plug Valve and Box	1	EA	\$ 1,026.55	\$ 1,026.55
4" Plug Valve and Box	1	EA	\$ 1,349.07	\$ 1,349.07
3" HDPE Pipe (Forcemain)	689	LF	\$ 44.12	\$ 30,398.68
4"x3" Reducer	1	EA	\$ 222.75	\$ 222.75
3"x2" Reducer	1	EA	\$ 203.70	\$ 203.70
2" Tee (HDPE)	1	EA	\$ 175.10	\$ 175.10
			\$	-
<b>TOTAL:</b>			\$	<b>35,160.00</b>

**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



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.