

**SUBJECT:** AutoZone Sun City #6396 Off-Site  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** June 8, 2021  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water main) 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 AutoZone Sun City #6396 Off-Site, located in Section 7, Township 32, 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 Bond in the amount of \$15,109.10 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On June 17, 2019, Permission to construct was issued for AutoZone Sun City #6396 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is HJB Construction, Inc and the engineer is Kinney Engineering, LLC.



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

This Agreement made and entered into this 7 day of April, 2021,  
by and between HJB Construction 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 AutoZone # 6396 Sun City Florida;  
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 AZ # 6396 Sun City Florida are as follows:

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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 April 7, 2021, with HJB Construction Inc as Principal, and Great Midwest Inc Co as Surety, or \_\_\_\_\_
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, 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 7 day of April, 20 21.

ATTEST:

OWNER/DEVELOPER:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Corporate Officer or Individual

\_\_\_\_\_  
Witness

James Kilburn  
\_\_\_\_\_  
Name (typed, printed or stamped)

NOTARY PUBLIC

656 Ellis Oak Ave Charleston SC 29412  
\_\_\_\_\_  
Address of Signer



CYNTHIA COOPER  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
April 11, 2028

CORPORATE SEAL  
(When Appropriate)

Phone Number of Signer 843-853-6801

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 THE COUNTY ATTORNEY

BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

**CORPORATE ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, respectively President and \_\_\_\_\_ of \_\_\_\_\_, Inc., a corporation under the laws of the state of \_\_\_\_\_ 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: \_\_\_\_\_ (Seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT:**

STATE OF SC

COUNTY OF Dorchester

The foregoing instrument was acknowledged before me this 7 day of April, 2021, by James Ribbun, who is personally known to me or who has produced personally known as identification and who did take an oath.

**NOTARY PUBLIC:**

Sign: \_\_\_\_\_ (seal)

Print: Cynthia Cooper

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 04/11/2028



CYNTHIA COOPER  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
April 11, 2028

**CORPORATE ACKNOWLEDGMENT:**

STATE OF SC

COUNTY OF Dorchester

The foregoing instrument was acknowledged before me this 24 day of May, 2021, by James Kilburn and

respectively President and \_\_\_\_\_ of HJB Construction, Inc., a corporation under the laws of the state of South Carolina on behalf of the corporation. He and/or she is personally known to me or has produced personally known as identification and did take an oath.

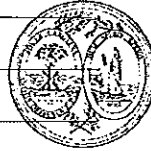
NOTARY PUBLIC

Sign: [Signature] (Seal)

Print: Cynthia Cooper

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_



CYNTHIA COOPER  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
April 11, 2028

My Commission Expires: 4-11-2028

**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: \_\_\_\_\_

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we HJB Construction Inc. called the Principal and Great Midwest Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Fifteen Thousand One Hundred Nine Dollars and 10/100 (\$15,109.10) 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 established site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

**WHEREAS**, these site development regulations affect the site of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (Off-Site Auto Zone #6393) for maintenance constructed in conjunction with the site known as Auto Zone #6393 Sun City FL, and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site Auto Zone #6393) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations.

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement for Warranty of Required Off-Site Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements.



**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 improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as Auto Zone #6393 Sun City FL 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** 04/07/2023.

**SIGNED, SEALED AND DATED** this 7th day of April, 2021.

**ATTEST:**

HJB Construction Inc.

James R. Brown  
**PRINCIPAL (SEAL)**

Great Midwest Insurance Company

**SURETY (SEAL)**

**ATTEST:**

Emily K. Fant

Emily K. Fant  
**ATTORNEY-IN-FACT (SEAL)**

**APPROVED BY THE COUNTY ATTORNEY**  
[Signature]  
**BY**  
**Approved As To Form And Legal Sufficiency.**

**POWER OF ATTORNEY**  
**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:  
**CECIL R. VAUGHAN, III, JOHN D. BROCK, MARK R. BROCK, PATRICIA S. KLEEHAMMER, EMILY K. FANT**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:


Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

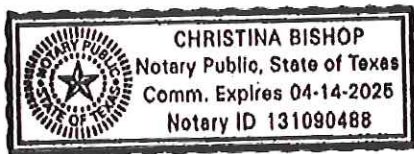



**GREAT MIDWEST INSURANCE COMPANY**

BY   
Mark W. Haushill  
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY   
Christina Bishop  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 7<sup>th</sup> Day of April, 2021.



BY   
Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**





2573 34<sup>th</sup> Ave. N., St. Petersburg, FL 33713 (727)804-6922

March 22, 2021

Lee Ann Kennedy  
Hillsborough County  
Planning and Growth Management Department  
601 E. Kennedy Blvd, 19<sup>th</sup> Floor  
Tampa, FL 33602

**Re: Performance Cost Breakdown  
AutoZone 6396  
Folio: 78644.0100  
PI#4603**

Dear Ms. Kennedy:


Regarding the newly constructed AutoZone in Sun City, Florida reference PI#4603; please find the specific cost breakdown used to obtain the performance bond as supplied by the contractor and reviewed by Jason Kinney, P.E.

**Water main from POC to Corp Stop**

<u>Item</u>	<u>Cost</u>
Valves	\$ 9,940.00
Pipe	\$ 11,765.00
Fittings	\$ 8,856.00
Labor	\$ 10,530.00
Jack and Bore	\$110,000.00
Total	\$151,091.00

If you have any questions, please do not hesitate to contact me at 727-804-6922.

Sincerely,

 **Jason D. Kinney**  
Digitally signed  
by Jason D  
Kinney  
Date:  
2021.04.15  
21:53:01 -04'00'  
Jason Kinney, P.E.  
FL Reg#62547  
Kinney Engineering, LLC  
COA 30311

CONTRACTOR AFFIDAVIT

I/We as contractor for the construction of the improvement facilities Water Main Extension for AutoZone 6396 Sun City, having been first duly sworn, depose and say: That all the material used in the construction of the facilities meet the requirements of the Hillsborough County Water and Wastewater Technical Manual Specifications, the Highway and Bridge Technical Manual, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

By: \_\_\_\_\_

(signature)

Print name and title James Kilburn

President

Company: HJB Construction Inc.

Address: 656 Ellis Oak Ave Charleston SC 29\*412

The foregoing instrument was acknowledged before me this 22 day of March 2021, by James Kilburn. He and/or she is personally known to me or has produced personally known as identification and did (did not) take oath.

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (seal)

Print: Cynthia Cooper

Title or Rank: Project Coordinator

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 04/11/2028



CYNTHIA COOPER  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
April 11, 2028



2573 34<sup>th</sup> Ave. N., St. Petersburg, FL 33713

Stephanie E. Kinney, P.E., CEO  
[stephanie@kinney-engineering.com](mailto:stephanie@kinney-engineering.com)  
(813) 546-9135

Jason D. Kinney, P.E., President  
[jason@kinney-engineering.com](mailto:jason@kinney-engineering.com)  
(727) 804-6922

March 26, 2021

Lee Ann Kennedy  
Hillsborough County Development Services  
Planning and Growth Management Department  
601 E. Kennedy Blvd, 19<sup>th</sup> Floor  
Tampa, FL 33602

**Re: Utility Construction Certification**  
**AutoZone 6396**  
**PI: 4603**

Dear Ms. Kennedy:

Regarding the newly constructed referenced AutoZone; we have performed our observations of the constructed conditions of the Utility Main and have found that this is in substantial compliance with the approved plans. Kinney Engineering did not perform full time construction observation and makes no comment on construction techniques or specification compliance particular that of subsurface or utility and relies upon the contractor, testing laboratories and survey for this information.

Based on our review, it is our opinion the constructed water main is in general compliance with the permitted plans and is substantially completed per the approved development plans.

Record Drawings are prepared and are included with this submittal.

If you have any questions, please do not hesitate to contact me at 727-804-9622.

Sincerely,

Jason  
D  
Kinney  
Digitally  
signed by  
Jason D  
Kinney  
Date:  
2021.04.15  
21:50:02  
-0400

Jason Kinney, P.E.  
FL Reg # 62547  
Kinney Engineering, LLC  
COA 30311