

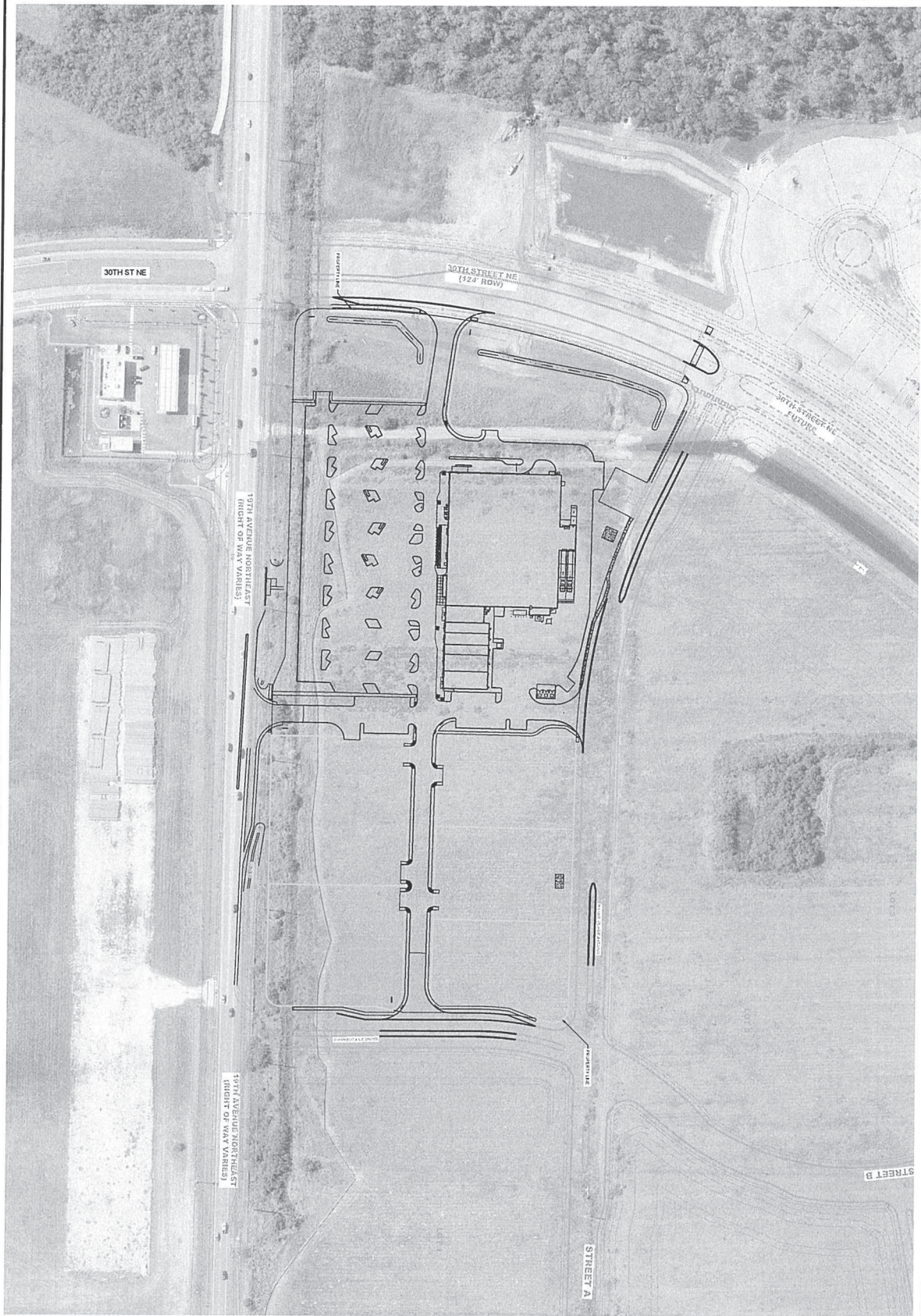
SUBJECT: Waterset Publix Off-Site **PI#7298**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 21, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads, drainage & water) for Maintenance to serve Waterset Publix Off-Site, located in Section 34, Township 31, 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 Bond in the amount of \$66,184.99 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 16, 2025, Permission to Construct was issued for Waterset Publix Off-Site, after construction plan review was completed on April 17, 2025. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is RS Ruskin, LLC and the engineer is LevelUp Consulting, LLC.



MTLE 0400000
PROJECT No. 124617
SHEET C-1.2



WOLF CREEK SHOPPING CENTER PHASE I

CLIENT: REDSTONE
AERIAL SITE PLAN

CONSTRUCTION PLAN REVISIONS		REV 23 - 04/28/2018
1	12/28/15	MODIFIED SIDEWALK ALONG MYERS BLVD
2	01/12/16	REWORK ADJACENT ALONG MYERS BLVD & GRADE TRAP MODIFICATION
3	01/28/16	EXTENSION OF FIRE LINE FOR OUTPARCELS
4	03/02/16	UPDATED GAS LINE & FIRE LINE LAYOUT
5	03/02/16	REAR DRIVE & TRUCK WHEEL GRADING REVISIONS
6	04/22/16	REVISED STRIPING FOR TURN LANES
7	04/28/16	REVISED STRIPING PER FIELD MEETING



LEVELUP
CONSULTING, LLC
505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-775-0616
WWW.LEVELUPCONSULTING.COM

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
RS Ruskin, 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 Waterset Publix
(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:

Roads, Drainage, Sidewalk & Water Main

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 06/04/2026 with RS RUSKIN LLC as Principal, and The Gray Casualty & Surety Company 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

Dylan Henderson

Printed Name of Witness



Witness Signature

TATU BUTLER

Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer: RS Ruskin LLC
By JLB Ruskin LLC Manager
By Jonathan A. Levy, Manager

Authorized Corporate Officer of Individual
(Sign before Notary Public and 2 Witnesses)

Jonathan A. Levy

Printed Name of Signer

Manager

Title of Signer

1501 W. Cleveland St. Suite 200

Address of Signer Tampa, FL 33606

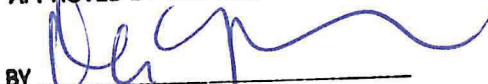
813-254-6200

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency. 3 of 4

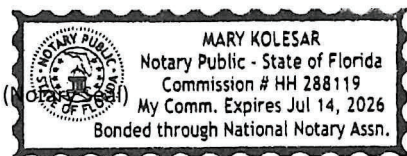
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
5th day of June, 2026, by Jonathan A. Levy as
(day) (month) (year) (name of person acknowledging)
Manager for RS Ruskin, LLC, BY JLB Ruskin LLC, Manager, Jonathan A Levy, Manager
(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



Mary Kolesar
(Signature of Notary Public - State of Florida)
Mary Kolesar
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 288119
(Commission Number)

July 14, 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

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we RS Ruskin, LLC
5050 Belmont Avenue, Youngstown, OH 44505 called the Principal, and The Gray Casualty & Surety Company
PO Box 6202, Metairie, LA 70009 called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Sixty-Six Thousand One Hundred Eighty-Four & 99/100 (\$66,184.99) Dollars 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 adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

WHEREAS, these site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

WHEREAS, in connection with the development of the project known as Waterset Publix, hereafter referred to as the "Project", the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: Construction for Streets, Drainage & Potable Water System (hereafter, the "Off-Site Project Improvements"); and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the Off-Site Project Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the the Off-Site Project Improvements for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into a site development agreement, hereafter the "Owner/Developer Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

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 Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, 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 August 21, 2028

SIGNED, SEALED AND DATED this 4th day of June, 20 26.

ATTEST:

P. Colitti

RS Ruskin, LLC

Principal

Seal

By JLB Ruskin LLC, Its Manager

By

Jonathan A. Levy, Manager

Principal

Seal

The Gray Casualty & Surety Company

Surety

Seal

ATTEST:

[Signature]

By

[Signature]

Attorney-In-Fact

Seal

David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]

Approved As To Form And Legal
Sufficiency.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSA00300165

Principal: RS Ruskin, LLC

Project: Waterset Publix

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **David B. Shick and Brandy L. Baich of Tampa, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 4th day of **June 2026**

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 4th day of **June 2026**



Waterset Publix

Warranty Bond Calculation

Construction costs for the streets, drainage, and potable water system

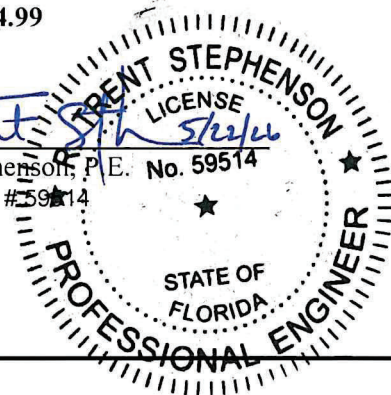
SUMMARY

Paving	\$508,492.93
Water	\$153,357.00
Total	\$661,849.93

Warranty Bond Amount (10% of total)

\$66,184.99


R. Trent Stephenson, P.E. No. 59514
Florida License # 59514



PAVING

Item	Quantity	Unit	Unit Price	Total
1.5" Type FC-12.5 Frictional Course (30th Street & 19th Ave)	997	SY S	20.00 S	19,940.00
2" Type SP-9.5 Asphalt Surface Course (30th Street & 19th Ave)	997	SY S	22.00 S	21,934.00
8" Limerock Base (min. 100 LBR)	997	SY S	23.00 S	22,931.00
1.5" Type FC-12.5 Frictional Course (Myers Glade & Turnbuckle)	631	SY S	20.00 S	12,620.00
2" Type SP-9.5 Asphalt Surface Course (Myers Glade & Turnbuckle)	631	SY S	22.00 S	13,882.00
8" Crushed Concrete Base (min. 150 LBR)	631	SY S	26.00 S	16,406.00
12" Stabilized Subgrade (LBR 40)	1,954	SY S	20.00 S	39,072.00
Mill and Overlay	4,211	SY S	8.90 S	37,477.90
Traffic Separator	1	LS S	16,450.00 S	16,450.00
Type " F" Curb	687	LF S	25.00 S	17,175.00
Type " D" Curb	534	LF S	15.00 S	8,010.00
Valley Gutter	4,286	LF S	29.05 S	124,508.30
Type V Gutter Inlet	2	EA S	4,500.00 S	9,000.00
24" MES	4	EA S	2,300.00 S	9,200.00
24" RCP	408	LF S	125.00 S	51,000.00
6" Concrete Sidewalk (5' wide)	5780	SF S	7.25 S	41,905.00
6" Concrete Sidewalk (10' wide)	623	SF S	9.50 S	5,918.50
ADA Ramps	12	EA S	1,000.00 S	12,000.00
Signage & Striping	1	LS S	28,100.00 S	28,100.00
Sod Behind Curbs (2ft)	271	SY S	3.55 S	963.23
TOTAL				S 508,492.93

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	Total
8" DIP Water Main	137	LF	\$ 65.00	\$ 8,905.00
2" HDPE Water Main	96	LF	\$ 17.00	\$ 1,632.00
8" HDPE Water Main	20	LF	\$ 34.00	\$ 680.00
1.5" Backflow Preventer Assembly	1	EA	\$ 2,600.00	\$ 2,600.00
2" Backflow Preventer Assembly	9	EA	\$ 3,850.00	\$ 34,650.00
8" Backflow Preventer Assembly	1	EA	\$ 30,000.00	\$ 30,000.00
2" Gate Valve	10	EA	\$ 1,650.00	\$ 16,500.00
6" Gate Valve	1	EA	\$ 2,750.00	\$ 2,750.00
8" Gate Valve	8	EA	\$ 3,200.00	\$ 25,600.00
8"x2" Reducer	6	EA	\$ 455.00	\$ 2,730.00
8"x2" Tee	5	EA	\$ 850.00	\$ 4,250.00
8"x8" Tee	3	EA	\$ 920.00	\$ 2,760.00
8"x8"Cross	1	EA	\$ 1,100.00	\$ 1,100.00
Fire Hydrant Assembly	2	EA	\$ 9,600.00	\$ 19,200.00
TOTAL				\$ 153,357.00