

MEMORANDUM



Public Works Department
Fiscal Services Division
1022 26th Ave. E.
Bradenton, FL 34285

MANATEE COUNTY FLORIDA

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To: Vicki Tessmer, Board Records Manager, Clerk of the Circuit Court

Thru: Carmen Mosley, Fiscal Operations Division Manager *C. Mosley*

From: Jane Oliver, Bond Coordinator *Jane Oliver*

Date: January 18, 2013

Subject: THOMPSON AGGREGATE & MATERIALS
PDI-93-04
RELEASE REQUIRED IMPROVEMENTS AGREEMENT
ACCEPT REQUIRED IMPROVEMENTS EXTENSION AGREEMENT

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Authorization to release** the following *Required Improvements Agreement* in the amount of \$27,300.00 securing the removal of on-site aggregate in the amount of \$27,300.00;

PLEASE DO NOT RELEASE LETTER OF CREDIT NO. S-4322. This Letter of Credit will be used to secure the extension for the required improvements, (see below).

- **Acceptance of,** and authorization for Chairman to execute the following *Required Improvements Agreement*. **This Agreement is secured by a Letter of Credit previously accepted by the Board of County Commissioners. NOTE: This letter of credit has an automatic renewal clause with a requirement of a sixty (60) day notice of cancellation.;**
- **Letter of Credit No. S-4322** issued through The Bank of Tampa.
- **Extending Agreement to January 26, 2014**
- **Amount of Performance Bond \$27,300.00.**

APPROVED IN OPEN SESSION

JAN 19 2013

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

cc: Records Management
Andy Fischer, Infrastructure Inspections Division Manager
L. V. Thompson, Thompson Aggregate & Materials
The Bank of Tampa

Originals to Jane Oliver 1/31/13 (vj)

For: Thompson Aggregate & Materials
Securing Aggregate Removal from Site @ End of Operation
(Name of Project)

REQUIRED IMPROVEMENTS AGREEMENT

(In conjunction with a Letter of Credit as security guaranteeing removal of aggregate materials.

WHEREAS, THOMPSON AGGREGATE & MATERIALS CO., INC. (Developer) has made application to Manatee County, Florida (County), for approval of a proposed final site plan identified as THOMPSON AGGREGATE & MATERIALS (7611 US 41 North, Palmetto, FL 34211) f/k/a Vulcan Palmetto Railyard PDI-94-03 (F) (Project); and

WHEREAS, the Board of County Commissioners of Manatee County, has decreed by stipulation that the final site plan shall not receive approval unless the Developer has provided performance security guaranteeing to the satisfaction of the county that all aggregate materials will be removed from the property in question at the time the operation ceases; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

WHEREAS, the developer desires to obtain approval of the project; and

WHEREAS, the developer has submitted a cost estimate certified by the engineer of Record to be an accurate reflection of the cost to remove any remaining aggregate material at the close of operation, and herewith tenders to the County a Letter of Credit which is in an amount representing at least 130% of that estimated cost.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to remove all remaining aggregate material to the original ground level at the time the operation ceases and to otherwise comply fully with the Land Development Code, any other conditions of the Project's approval, and all other applicable regulations, requirements, and agreements.
2. That the Developer herewith tenders to the County a Letter of Credit, Number S-4322, dated JANUARY 26, 2009, AMENDMENT NO. 2 dated JANUARY 11, 2011, and, AMENDMENT NO. 3 dated JANUARY 25, 2011 with THE BANK OF TAMPA (Financial Institution), in the amount of TWENTY-SEVEN THOUSAND THREE HUNDRED & NO/100 Dollars (words), \$27,300.00 (numbers), expiring on the JANUARY 26, 2012. **NOTE: THIS LETTER OF CREDIT IS DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR UNLESS AT LEAST SIXTY (60) DAYS PRIOR NOTICE IS GIVEN THAT THE BANK OF TAMPA ELECTS NOT TO RENEW FOR ANY SUCH ADDITIONAL PERIOD.** Said bond shall not expire until the required removal of all aggregate material has been accomplished and inspected by Manatee County.

ACCEPTED IN OPEN SESSION

JAN 29 2013

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

(Req'd Improvements)

For: Thompson Aggregate & Materials
(Name of Project)

3. CONDITIONS OF THE SECURITY FOR THE BENEFIT OF THE COUNTY:
 - (a) The Developer shall remove the remaining aggregate material to the satisfaction of the County in accordance with the final site plan thereto approved by the County, at least three (3) months prior to the expiration date of the Letter of Credit and shall indemnify and safe harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential including without limitation all engineering, legal, and contingent costs which the county may sustain on account of the failure of the Developer to fulfill within the times specified its obligations as described herein.
 - (b) Alternatively, if the Developer should fail to refuse to complete the removal of all aggregate material from the property at the cessation of operation, the County, at its option, shall have the right to remove or cause to be removed the aforesaid aggregates. In the event the County should exercise such right, the county shall have the unqualified right to draw funds for the purpose of the removal of all aggregate material from the property, or causing the same to be done, and for paying costs incidental to the exercise of its rights hereunder, in such amounts as the County shall in its sole discretion determine, in accordance with the terms of the Letter of Credit.
4. The Developer agrees that is liable to the County for all costs and damages, as described above, that the County may incur in connection with the removal of all aggregate material from the property, without regard to the amount of the Letter of Credit identified above. Should the Developer fail or refuse to complete the removal of the aggregate material, as required, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.
5. This Agreement shall become effective upon the execution hereof by both parties hereto.

(Required Impv Agreement)

SIGNED AND SEALED this 4 day of January, 2013

For: Thompson Aggregate & Materials

WITNESSES:

[Signature]
Witness

Robin Taylor
Type or Print Name

[Signature]
Witness

Tony L. Christman
Type or Print Name

Thompson Aggregate & Materials

Developer

BY: [Signature]
Signature

L V Thompson
Type or Print Name

President
Title (If attorney-in-fact Attach Power of Attorney)

5015 E. Hillsborough Ave.
Postal Address

Postal Address

Tampa FL 33610
City State Zip

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 4th day of January, 2013, by L V Thompson, as President, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Richard Garrett
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 29th day of January, 2013.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: [Signature]
Chairman

ATTEST: [Signature] Deputy Clerk
R. B. Shore, Clerk of the Circuit Court



ACCEPTED IN OPEN SESSION

JAN 29 2013