

**SUBJECT:** Ferraro/Antonella Pirrone & Aderra Group LLC  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** October 12, 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 (off-site wastewater) 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 Ferraro/Antonella Pirrone & Aderra Group LLC, located in Section 22, Township 27, and Range 18. 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 \$1,925.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On November 21, 2016, Permission to construct was issued for Ferraro/Antonella Pirrone & Aderra Group LLC. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is Alberto Delgado and the engineer is H.T. Mai, Inc.





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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Alberto Delgado, 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 Ferraro/Antonella Pirrone & Anderra Group LLC, PID #3059; 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.

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 Ferraro/Antonella Pirrone & Anderra Group LLC, PID #3059 are as follows: Installation of 12"x4" Tapping Sleeve and valve, (3) 4-inch plug valves w/ boxes, (2) 45 degree bends, (1) 4" cap and 340 linear feet of 4" PVC C-900 force 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 \_\_\_\_\_, with \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, or
- c. Cashier/Certified Check, number 5302530122 dated 8-4-2021, 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 3<sup>rd</sup> day of August, 2021.

ATTEST:

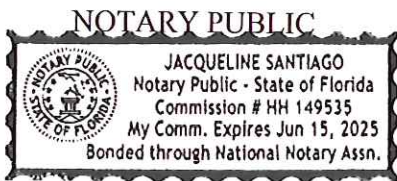
OWNER/DEVELOPER:

Jacqueline Santiago  
Witness

[Signature]  
Authorized Corporate Officer or Individual

[Signature]  
Witness

Alberto Delgado  
Name (typed, printed or stamped)



3716 Berger Rd, Lutz FL 33548  
Address of Signer

Jacqueline Santiago

CORPORATE SEAL  
(When Appropriate)

813 4771979  
Phone Number of Signer

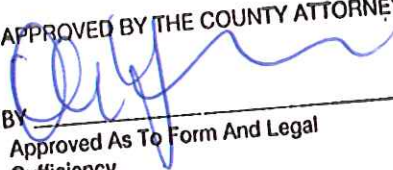
ATTEST:

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

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 Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of August, 2021, by Alberto Bergado, who is personally known to me or who has produced Florida DL as identification and who did take an oath.

D-423-000-67-304-0

**NOTARY PUBLIC:**

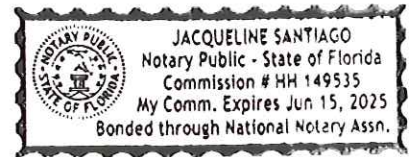
Sign: Jacqueline Santiago (seal)

Print: Jacqueline Santiago

Title or Rank: Notary Public

Serial Number, if any: HH 149535

My Commission Expires: June 15, 2025



THIS DOCUMENT CONTAINS VOID TEXT ON A BEIGE BACKGROUND THAT WILL APPEAR WHEN PHOTOCOPIED

64-79/611

Official Check

5302530122



Purchaser Alberto Delgado

Date August 04, 2021

Cost Center 6562157

\$1925.00

Pay ONE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS

and 00 CENTS

To the Order of Hillsborough County BOCC

SunTrust Banks, Inc. by an Authorized Agent

Memo PID# 3059

SunTrust Bank

*Debra Bible*

Authorized Signature

Payable at SunTrust Bank

⑈ 5302530122 ⑆ ⑆ 06100790 ⑆

7019019996 ⑆

APPROVED BY THE COUNTY ATTORNEY

BY *[Signature]*  
Approved As To Form And Legal Sufficiency.





**H.T. MAI, INC.**

Civil-Environmental-Transportation-Water Resource Engineering & Real Estate Development Consulting

14031 N. DALE MABRY HIGHWAY, TAMPA, FL 33618 \* PHONE: (813) 962-6230 \* FAX: (813) 962-6420

E-MAIL: [htmai@aol.com](mailto:htmai@aol.com)

CERTIFICATE OF AUTHORIZATION NO. 6542

**CONSTRUCTION COST BREAK DOWN**

**Project Name: Ferraro/Antonella Pirrone & Aderra Group LLC**

**Project ID: 3059**

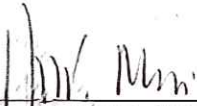
**Address: Southeast Berger Road & Dale Mabry Highway, Lutz, FL 33598**

**WASTEWATER SYSTEM**

Item	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	EA	12"x4" Tapping Sleeve and Valve	\$4,000.00	\$4,000.00
2	3	EA	4" Plug Valves	\$666.67	\$2,000.00
3	2	EA	4" 45 degree Bends	\$250.00	\$500.00
4	1	EA	4" Cap	\$200.00	\$200.00
5	1	LS	Restraint Joins	\$300.00	\$300.00
6	339.95	FT	4" PVC C-900 FM	\$24.48	\$8,322.00
7	1	LS	Restoration	\$1,450.00	\$1,450.00
8	1	LS	Sidewalk Demo and Replacement	\$1,500.00	1,500.00
<b>TOTAL</b>					<b>\$19,250.00</b>

**TOTAL WASTEWATER SYSTEM COST:        \$19,250.00**

**BOND/LETTER OF CREDIT/CERTIFIED CHECK AMOUNT:        \$1,925.00**

Certified by:   
Hung T. Mai, P.E. #32625

Date: 08/03/21

