

SUBJECT: Lutz Lake Fern Residential Lift Station Off-Site **PI#6844**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 22, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (lift station) for Maintenance to serve Lutz Lake Fern Residential Lift Station Off-Site, located in Section 10, Township 27, and Range 18, 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 \$6,053.40 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 10, 2024, Permission to Construct was issued for Lutz Lake Fern Residential Lift Station Off-Site, after construction plan review was completed on March 14, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Andre Carollo and the engineer is Regency Design & Engineering, Inc.

LUTZ LAKE FERN ROAD LIFT STATION CONVERSION (PIN #6844)
VICINITY MAP



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

This Agreement made and entered into this _____ day of _____, 2025, by and between Andre Carollo, 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 Lutz Lake Fern Road - Residential Lift Station Conversion (PID No. 6844) (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:

Force main within the Lutz Lake Fern Road right-of-way
and associated fittings (valves, etc.)

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 6315002161, dated 5/14/2025 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:

Jessica Shaffer
Witness Signature

Jessica Shaffer
Printed Name of Witness

Jaime P. Girardi
Witness Signature

JAIME P. GIRARDI
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer: _____
By: _____
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Andre Carollo
Printed Name of Signer

Owner
Title of Signer

3210 Wtz Lake Fern Rd
Address of Signer

813-918-6894
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

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, _____, by _____ as
(day) (month) (year) (name of person acknowledging)

_____ for _____.
(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(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

14 day of May, 2025, by Andre Carollo.
(day) (month) (year) (name of person acknowledging)

☒ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

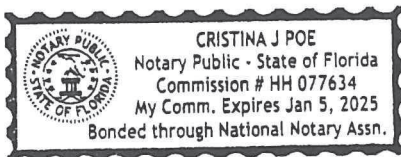
Type of Identification Produced

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

(Notary Seal)

HH 077634
(Commission Number)

1/5/2025
(Expiration Date)



BANK OF AMERICA

Cashier's Check

No. 6315002161

Notice to Purchaser: In the event this check is lost and placed or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-11140

Date 05/14/25 11:04:35 AM

NFL

CROSS CREEK

772 0201878 012

Pay



\$6,053.40

Six Thousand Fifty Three and 40/100 Dollars

To The Order Of BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY

Remitter (Purchased By): MEDIAGISTIC, INC.

Bank of America, N.A.
SAN ANTONIO, TX

[Signature]
AUTHORIZED SIGNATURE

⑈6315002161⑈ ⑆114000019⑆ 1641001973⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Approved as to form and legal
sufficiency
[Signature]

Lutz Lake Fern Road – Residential Lift Station Conversion
PID No. 6844; ROW-24-0000190



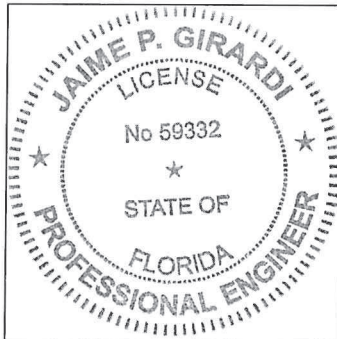
ENGINEER'S COST ESTIMATE

EOPC	Unit	Quantity	Unit Cost	Total
4" Plug Valve	EA	4	\$ 3,500.00	\$ 14,000.00
4" 90 Deg. Bend	EA	1	\$ 1,500.00	\$ 1,500.00
4" 45 Deg. Bend	EA	2	\$ 1,350.00	\$ 2,700.00
4" Tee	EA	1	\$ 1,750.00	\$ 1,750.00
6"x4" Reducer	EA	1	\$ 2,100.00	\$ 2,100.00
4-inch DR-18 Force Main	LF	202	\$ 42.00	\$ 8,484.00
12-inch Steel Casing	LF	40	\$ 700.00	\$ 28,000.00
2" Blow Off Assembly	EA	1	\$ 2,000.00	\$ 2,000.00

Total \$ **60,534.00**

Bond Amount:

\$60,534.00 x 10% \$ 6,053.40



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAIME P. GIRARDI, P.E. ON 06/04/2025 7:59:42 AM 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.

Jaime P. Girardi, P.E.
FL PE No. 59332

Jaime P. Girardi, P.E.

Digitally signed by Jaime P. Girardi, P.E.
DN: CN="Jaime P. Girardi, P.E.", E=jaime@regencydesigneng.com, G=Jaime, SN="P. Girardi, P.E.", C=US
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2025.06.04 08:00:07-04'00'

June 18, 2025

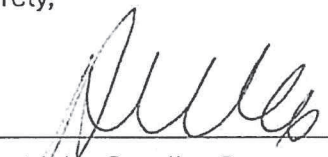
Hillsborough County Florida
Development Services Department
Attention: Lee Ann Kennedy
Via Email to: KennedyLA@hcfl.gov

Re: Lutz Lake Fern Lift Station #6844

Dear Mrs. Kenendy:

On behalf of the Andre Carollo (the "OWNER"), (i) an Owner/Developer's Agreement for Warranty of Required Off-Site Improvements ("Agreement") executed by the OWNER; and (ii) a cashier's check # 6315002161 dated May 14, 2025 in the amount of \$6,053.40 issued by Bank of America payable to Board of County Commissioners of Hillsborough County (the "Check"), reflecting the remitter as Mediagistic, Inc. (the "Remitter"), whose address is 8675 Hidden River Parkway, Tampa, Florida 33637, were previously delivered to you for Hillsborough County. This letter is to further confirm the OWNER understands that the funds represented by the Check will be released to the Remitter on the Check at the end of the warranty period provided for in the Agreement.

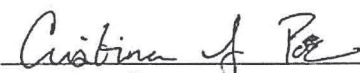
Sincerely,

By: 
Andre Carollo, Owner

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ only notarization, this 23rd day of June, 2025, by Andre Carollo who is ☒ personally known to me or ☐ has produces a _____ as identification.

NOTARY PUBLIC:

Sign: 
Print Name: Cristina J. Poe
My Commission Expires: 1/5/2029

