

SUBJECT: Chick-Fil-A #05163 Riverview North FSU Off-Site **PI#6410**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 13, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway improvements) for Maintenance to serve Chick-Fil-A #05163 Riverview North FSU Off-Site, located in Section 20, Township 30, and Range 20, 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 \$11,877.63 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On November 14, 2023, Permission to Construct was issued for Chick-Fil-A #05163 Riverview North FSU Off-Site, after construction plan review was completed on September 19, 2023. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Chick-Fil-A, Inc and the engineer is Bowman.

Location Map

Location of off-site improvements

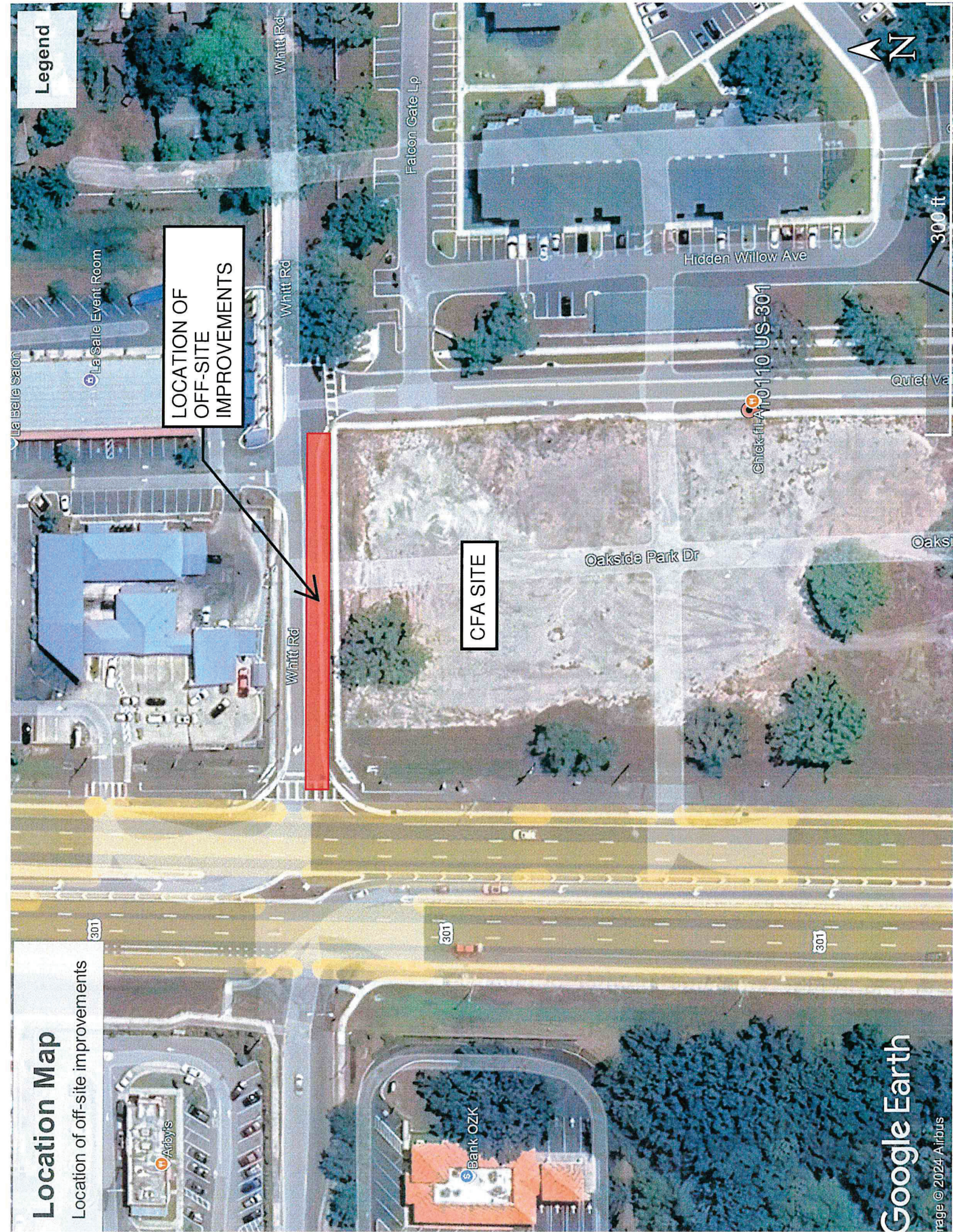
Legend

LOCATION OF
OFF-SITE
IMPROVEMENTS

CFA SITE

Google Earth

Image © 2024 Airbus



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
Chick-fil-A, 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 Chick-fil-A #05163 Riverview North FSU (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

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:

Han Wu

Witness Signature

Hannah Williams

Printed Name of Witness

[Signature]

Witness Signature

KATIE MATUSKA

Printed Name of Witness

Owner/Developer:

[Signature]
By

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

DAVID MAX MILLIKAN

Printed Name of Signer

VP, OFFICER, RESTAURANT DEV.

Title of Signer

5200 BUFFINGTON RD.
ATL, GA 30349

Address of Signer

770. 480. 5573

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

Clerk of the Circuit Court

By: _____

Deputy Clerk

APPROVED BY COUNTY ATTORNEY

[Signature]
Approved as to Form and Legal Sufficiency

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

Chair

CCS0037430429 / 03-01-2021



HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED INK DISAPPEARS WHEN HEATED

68-236/514

TRUIST

Official Check

5304008196

Purchaser VICTOR R VERDI

Date November 20, 2024

Cost Center 8551331

Pay ELEVEN THOUSAND EIGHT HUNDRED SEVENTY SEVEN
DOLLARS and 63 CENTS

\$11877.63

To the Order of HILLSBOROUGH COUNTY BOCC

Truist Bank is an Authorized Agent

Truist Bank

Memo

Payable at Truist Bank

Authorized Signature

⑈5304008196⑈ ⑆051402369⑆ 1340007622197⑈

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal
Sufficiency.



Prepared By: Kristhian Morales
910 SE 17th Street, Suite 300
Ft. Lauderdale, FL 33316

Date: 11/1/2024
Project: CFA Riverview North Offsite Improvements (Whitt Road)
Project No: 010014-01-152

ENGINEERING COST BREAKDOWN FOR OFF-SITE IMPROVEMENTS (WHITT ROAD)

DEMOLITION:

Market Area 08 FDOT Pay Item #		QUANTITY	U/A	DESCRIPTION	UNIT COST			
0327 70 6	FDOT	484.30	SY	Milling Asphalt Pavement, 1 1/2" AVG Depth	\$	4.14	\ SY	\$ 2,005.01
0110 1 1	FDOT	0.08	AC	Clearing & Grubbing	\$	36,191.78	\ AC	\$ 2,787.64
0110 4 10	FDOT	155.58	SY	Concrete Sidewalk	\$	53.17	\ SY	\$ 8,272.07
0650 1 60	FDOT	3.00	EA	Single Post Sign, Remove	\$	307.87	\ EA	\$ 923.61
0715 69000	FDOT	1.00	EA	Light Pole Removal and Foundation	\$	1,433.05	EA	\$ 1,433.05
0102913 24	FDOT	60.00	LF	Removal 12" White Tape Crosswalk Pavement Markings	\$	4.50	\ LF	\$ 270.00
024113175100	RSMMeans	64.42	SY	Demolish Type D Curb	\$	3.44	\ SY	\$ 221.59

SUBTOTAL: \$ 15,912.97

PAVEMENT & CONCRETE:

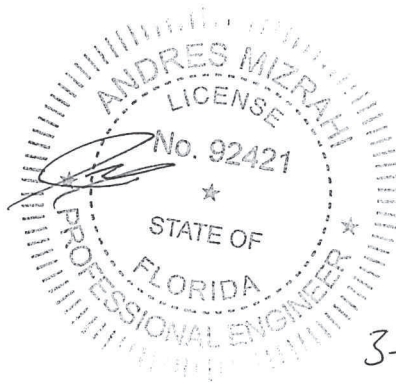
ITEM #		QUANTITY	U/A	DESCRIPTION	UNIT COST			
0520 1 10	FDOT	277.08	LF	Type "F" Curb & Gutter	\$	39.46	\ LF	\$ 10,933.58
0522 1	FDOT	255.61	SY	Concrete Sidewalk	\$	66.81	\ SY	\$ 17,077.60
0527 2	FDOT	17.50	SF	Detectable Warnings	\$	39.25	\ SF	\$ 686.88
0160 4	FDOT	602.26	SY	Subgrade (12 in.)	\$	18.69	\ SY	\$ 11,256.26
0285701	FDOT	255.61	SY	Optional Base Group 01 - Lime Rock Base LBR 100	\$	25.89	\ SY	\$ 6,617.86
0285706	FDOT	237.94	SY	Optional Base Group 06 - Lime Rock Base LBR 100	\$	40.84	\ SY	\$ 9,717.33
0285710	FDOT	364.32	SY	Optional Base Group 10 - Type B-12.5 LBR 40	\$	66.44	\ SY	\$ 24,205.72
0337 7 25	FDOT	24.09	TN	Asphalt Concrete Friction Course, FC-5	\$	226.96	TN	\$ 5,467.57
0334 1 13	FDOT	112.87	TN	Superpave Asphaltic Conc, Traffic C	\$	147.63	TN	\$ 16,662.65
0710 11101	FDOT	0.03	GM	Painted 6" White Solid Line	\$	1,234.09	GM	\$ 35.05
0710 11125	FDOT	11.50	LF	Painted 24" White Solid Stop Line	\$	1.43	LF	\$ 16.45
0710 11141	FDOT	0.01	GM	Painted 6" 2'-4" White Dotted Guide Line	\$	675.66	GM	\$ 6.46
0710 11170	FDOT	2.00	EA	Painted Standard White Arrow	\$	32.81	EA	\$ 65.62
311413231520	RSMMeans	52.44	SY	Open space Installation	\$	2.18	\ SY	\$ 114.33

SUBTOTAL: \$ 102,863.35

Prepared By: Kristhian Morales
910 SE 17th Street, Suite 300
Ft. Lauderdale, FL 33316

ENGINEERING COST BREAKDOWN FOR OFF-SITE IMPROVEMENTS (WHITT ROAD)

DEMOLITION:		\$	15,912.97
PAVEMENT & CONCRETE:		\$	102,863.35
	TOTAL CONSTRUCTION COST:	\$	118,776.32
	WARRANTY BOND AMOUNT (10% OF TOTAL):	\$	11,877.63



3-12-25

ANDRES MIZRAHI, P.E.
LICENSE NO. 92421



Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349-2998
Telephone 404-765-8900

4/22/2025

RE: Warranty Bond – Chick-fil-A Riverview – PID 6410

To Whom It May Concern:

Please accept this letter as authorization of approval for the release of funds to Victor R. Verdi with Venture Construction Company (FEI/EIN Number 58-1077028).

Thank you in advance and please let me know should you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Bloecher".

Justin Bloecher
Senior Construction Manager
Chick-fil-A, Inc.



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Detail by Entity Name

Foreign Profit Corporation

VENTURE CONSTRUCTION COMPANY

Filing Information

Document Number 833579
FEI/EIN Number 58-1077028
Date Filed 12/30/1974
State GA
Status ACTIVE

Principal Address

5660 PEACHTREE INDUSTRIAL BLVD.
NORCORSS, GA 30071

Changed: 03/23/2009

Mailing Address

P.O. BOX 4175
NORCROSS, GA 30091-4175

Changed: 05/05/1997

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 06/16/2021

Address Changed: 06/16/2021

Officer/Director Detail

Name & Address

Title PTD

MORRIS, RAY E
2700 PACES FERRY RD, UNIT 1203
ATLANTA, GA

Title VP