

SUBJECT: Falkenburg Commons
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 11, 2021
CONTACT: Lee Ann Kennedy

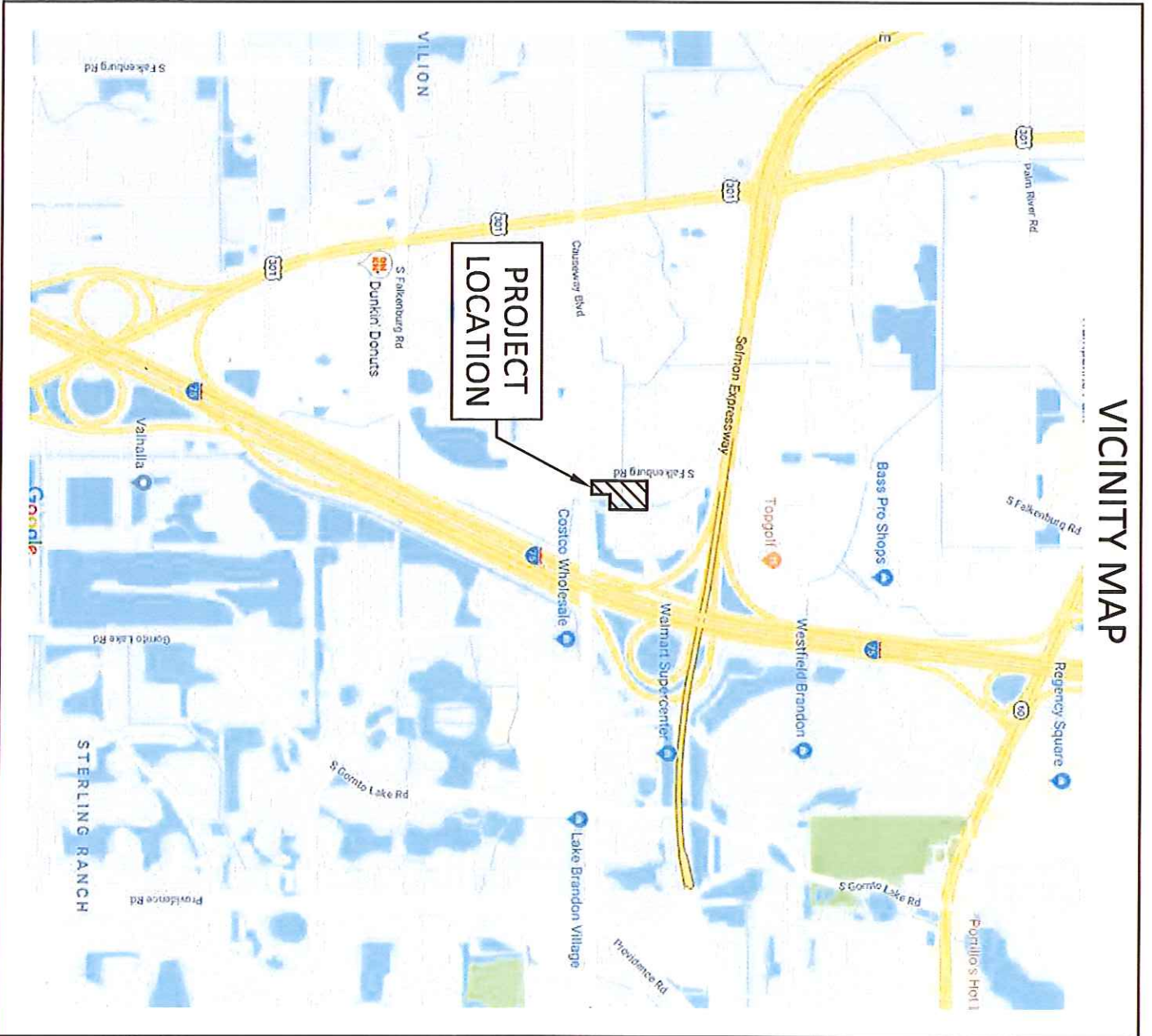
RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, turn lane and water main extension) 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 Falkenburg Commons, located in Section 30, Township 29, and Range 20. 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 Letter of Credit in the amount of \$11,223.87 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On June 27, 2019, Permission to construct was issued for Falkenburg Commons. 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 Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is Falkenburg R.E. Partners, LLC and the engineer is AndersonLane, Inc.

VICINITY MAP



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

This Agreement made and entered into this _____ day of _____, 20__, by and between ___Falkenburg R.E. Partners, 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 ___Falkenburg Commons___; 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, constructed in conjunction with the site development project known as Falkenburg Commons, are as follows: Warranty for Turn Lane & Water Main off-site improvements associated with Falkenburg Commons located at 2498-2512 S. Falkenburg Road, Tampa, FL

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 7900546, dated 1/21/2021, with First Florida Integrity Bank, by order of Falkenburg R.E. Partners, LLC
 - b. A Warranty Bond, dated _____, with _____ as Principal, and _____ as Surety, or
 - c. Cashier/Certified Check, number _____, dated _____, 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 ____ day of _____, 200__.

ATTEST:

OWNER/DEVELOPER:

Leslie Stone
Witness

[Signature]
Authorized Corporate Officer or Individual

[Signature]
Witness

JAMES RIZZUTI
Name (typed, printed or stamped)

NOTARY PUBLIC

2540 73rd ST.
Address of Signer

URBANDALE, IA 50322

CORPORATE SEAL
(When Appropriate)

Phone Number of Signer

ATTEST:

PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY
BY [Signature]
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Iowa

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of November, 2020, by James C. Rizzuti 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.

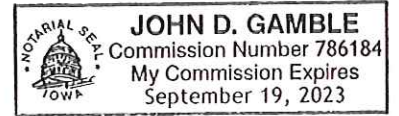
NOTARY PUBLIC:

Sign: _____ (Seal)

Print: John Gamble

Title or Rank: Mgr

Serial Number, if any: _____



My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



**First Florida
Integrity Bank**

Post Office Box 10910
Naples, FL 34101
OFFICE (239) 348-8000
FAX (239) 213-3342

UNCONDITIONAL AND IRREVOCABLE STANDBY LETTER OF CREDIT AMENDMENT NO. 2

CREDIT NUMBER: 7900546
AMOUNT: \$11,223.87
DATE: 1/21/2021
EXPIRATION DATE: 6/11/2023
ISSUER: First Florida Integrity Bank
3560 Kraft Rd.
Naples, Fla. 34105
Attn: Patrick Shea
PRINCIPAL: Falkenburg RE Partners LLC
2540 73rd Street
Urbandale, IA, 50322
BENEFICIARY: Board of Commissioners of Hillsborough County, Florida
60I E. Kennedy Blvd.
Tampa, FL 33602
RE: Warranty for Turn Lane & Water Main off-site improvements associated with
Falkenburg Commons located at 2498-2512 S. Falkenburg Road, Tampa, FL

Ladies and Gentleman:

First Florida Integrity Bank hereby issues its Unconditional and Irrevocable Standby Letter of Credit in favor of Board of Commissioners of Hillsborough County, Florida for the account of the above-named Principal in the amount of Eleven Thousand Two Hundred Twenty Three and 87/100 Dollars (\$11,223.87) available by your draft payable at sight. Presentment is to be made at 3560 Kraft Rd., Naples, Fl. 34105.

Any one Beneficiary or combination of Beneficiaries, acting individually or collectively, may draw on this Letter of Credit in full or part, and any action taken by any or all Beneficiaries hereunder shall bind each of them.

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THE GOLDEN RULE BANK



**First Florida
Integrity Bank**

Post Office Box 10910
Naples, FL 34101
OFFICE (239) 348-8000
FAX (239) 213-3342

Partial and multiple drawings are permitted.

We hereby agree with the drawer, endorsers and bona find holders of drafts drawn under and in compliance with the terms of this Letter of Credit such drafts will be duly honored upon presentation and delivery to us of a sworn statement, made by an agent, duly authorized, of the Beneficiary certifying that the Principal has failed to maintain the improvements as required by the Hillsborough County Land Development Code and the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements in connection with the Falkenburg Commons site development project, if drawn and presented for negotiation on or before the Expiration Date stated above, at which time this Letter of Credit expires.

All drafts drawn on this Letter of Credit must be marked "Drawn under First Florida Integrity Bank Letter of Credit No. 7900546 dated 11/16/2020 and subsequently **amended on January 8, 2021** and subsequently **amended on January 21, 2021**", for the account of Falkenburg RE Partners LLC .

Except as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98, International Chamber of Commerce publication number 590.

Sincerely,

Patrick Shea
SVP, Tampa Market Executive
First Florida Integrity Bank

BY THE COUNTY ATTORNEY

Approved As To Form And Legal
Efficiency.

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THE GOLDEN RULE BANK

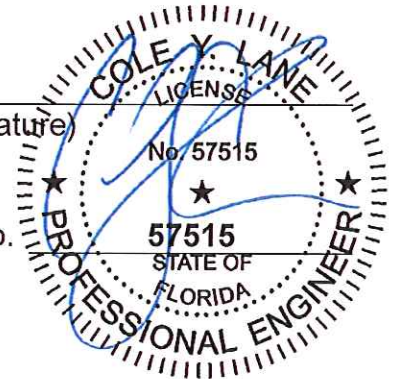
ENGINEER OF RECORD CERTIFICATION
OF CONSTRUCTION COMPLETION

I, **Cole Y. Lane, PE** , hereby certify that I am associated with
the firm of **AndersonLane, inc.** . I certify that construction
of the Improvement Facilities, at **Falkenburg Commons** have
been completed in substantial compliance with the current Hillsborough County
Regulations and in substantial compliance with the approved plans and specifications.
I certify that these Record plans have recorded any design deviations due to field
conflicts.

Signed and sealed this **9th** day of **November** , 2020

(signature)

Florida Professional Engineer No.



Affix Seal

No County agreement, approval or acceptance is implied by this Certification.

CERTIFICATE OF COST ESTIMATE

STATE OF FLORIDA }
 }
 HILLSBOROUGH COUNTY }

I, Cole Y. Lane, P.E., a registered Professional Engineer registered in the State of Florida, with Registration No. 57515, herby certify that I have reviewed the costs of infrastructure improvements for the project of Falkenburg Commons and have determined that the costs as listed below are accurate engineering estimates which were prepared for the purpose of determining the amount for a Warranty Bond required by Hillsborough County.

SCHEDULES

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER MAIN EXTENSION				
8" DIP WATER LINE	208	LF	\$ 50.77	\$ 10,560.16
6" DIP WATER LINE	40	LF	\$ 40.27	\$ 1,610.80
8" 45° BEND	6	EA	\$ 297.79	\$ 1,786.74
8"x6" TEE	1	EA	\$ 444.16	\$ 444.16
8" 90° BEND	2	EA	\$ 334.07	\$ 668.14
8"x6" REDUCER	1	EA	\$ 266.76	\$ 266.76
8" GATE VALVE AND BOX	2	EA	\$ 2,145.00	\$ 4,290.00
6" GATE VALVE AND BOX	7	EA	\$ 1,773.80	\$ 12,416.60
6" 90° BEND	2	EA	\$ 330.24	\$ 660.48
6" CROSS	1	EA	\$ 490.78	\$ 490.78
6" TEE	1	EA	\$ 379.44	\$ 379.44
2" GATE VALVE AND BOX	2	EA	\$ 1,043.67	\$ 2,087.34
FIRE HYDRANT ASSEMBLY	1	EA	\$ 3,061.92	\$ 3,061.92
2" METER & BACKFLOW ASSEMBLY	2	EA	\$ 4,115.94	\$ 8,231.88
6" BACKFLOW PREVENTER	2	EA	\$ 11,025.96	\$ 22,051.92
SUBTOTAL				\$ 69,007.12
 TURN LANE MODIFICATIONS				
TYPE "F" CURB	195	LF	\$ 17.49	\$ 3,410.55
CONCRETE SIDEWALK	1865	SF	\$ 7.77	\$ 14,491.05
ADA MAT	2	EA	\$ 796.06	\$ 1,592.12
1" FC-9.5 ASPHALT	430	SY	\$ 22.41	\$ 9,636.30
3" SP-12.5 ASPHALT	430	SY	\$ 26.51	\$ 11,399.30
STOP SIGN	1	EA	\$ 272.25	\$ 272.25
PAVEMENT STRIPING	1	LS	\$ 2,430.00	\$ 2,430.00
SUBTOTAL				\$ 43,231.57
GRAND TOTAL				\$ 112,238.69
WARRANTY AMOUNT				x 10%
WARRANTY BOND AMOUNT				\$ 11,223.87

Cole Y. Lane, PE #57515
 Vice President
 AndersonLane, Inc.
 2750 N. McMullen Booth Road, Suite 104
 Clearwater, FL 33761

