

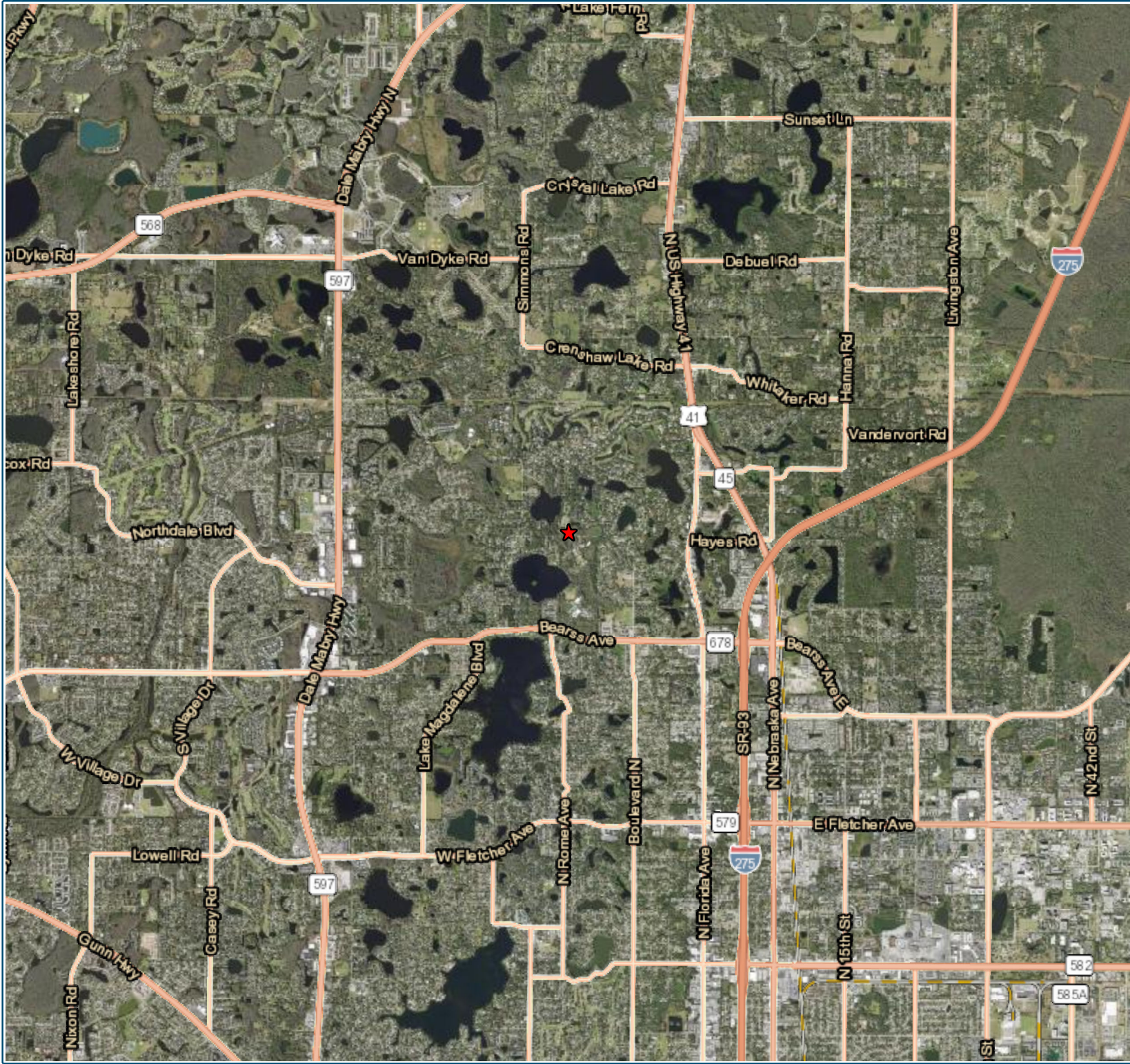
SUBJECT: Avila Units 2A-2L Utility Improvements
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

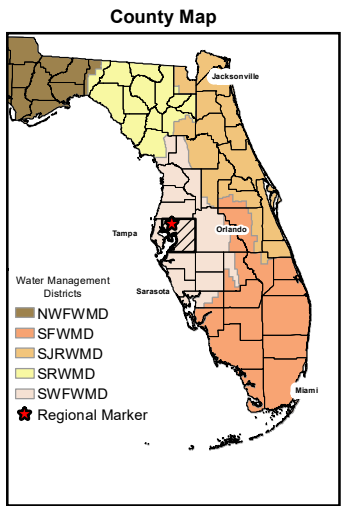
Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Improvement Facilities (water, wastewater and reclaimed water) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Avila Units 2A-2L Utility Improvements, located in Section 26, 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 \$16,124.31 and authorize the Chairman to execute the Agreement for Warranty of Required Improvements.

BACKGROUND:

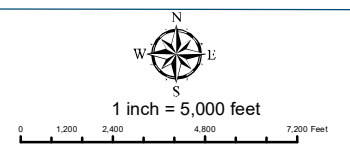
On September 15, 2020, Permission to Construct Prior to Platting was issued for Avila Units 2A-2L Utility Improvements. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is LLATS, LLC and the engineer is Water Resource Associates.



★ Regional Marker



Notes:
 Project Boundary obtained from Hillsborough County Property Appraiser.
 2020 aerals obtained from FDOT APLUS



Client: Liats		
Project Name: Avila Unit 14		
Hillsborough County, FL		
File Name: Vicinity Map		
Original Date: 10/21/2021		
GIS Operator: RJ	Job Number: 1587	Revision Date:

**SUBDIVIDER'S AGREEMENT FOR WARRANTY
OF REQUIRED IMPROVEMENTS - ON SITE**

This Agreement made and entered into this _____ day of _____, 20_____, by and between LLATS, LLC, hereinafter referred to as the "Subdivider" 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 established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, the Subdivider has completed certain improvements within the Subdivision Avila Units 2A-2L (hereafter, the "Subdivision"); and

WHEREAS, the Subdivider has filed with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on the plat for the Subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider has built and constructed the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the County to accept the improvements for maintenance as listed below and identified as applicable to this project:

Roads/Streets	x	Water Mains/Services	Stormwater Drainage Systems
Sanitary Gravity Sewer Systems	x	Sanitary Sewer Distribution System	Bridges
X Reclaimed Water Mains/Services		Sidewalks	

Other: _____; and

WHEREAS, the County requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the County of the aforementioned improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC 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 _____,
- b. A Warranty Bond, number _____ dated, _____ with _____ as Principal, and _____ as Surety, or
- c. Escrow Agreement, dated _____ between _____ and the County or,
- d. Cashier/Certified Check, number 9547307222, dated 9/27/2021 which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letters of credit, warranty bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

- 4. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements 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 Subdivider's failure or neglect to perform.
- 5. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance, upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the County's Development Review Division of the Development Services Department, in accordance with all applicable County regulations relating to the construction of the improvement facilities.
- 7. If any article, section, clause or provision of this agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which will remain in full force and effect.
- 8. This document 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:

Subdivider:

[Signature]
Witness Signature

By [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

JAMES J KILBRIDE
Printed Name of Witness

J.R. Sierra, III
Name (typed, printed or stamped)

[Signature]
Witness Signature

Vice President
Title

D. Michele Coker
Printed Name of Witness

509 Guisando de Avila # 200 Tampa FL 33613
Address of Signer

813-549-7705
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY _____
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

20th day of October, 2021, by J. R. Sierra, III as
(day) (month) (year) (name of person acknowledging)

Corporate Officer for LLATS, LLC
(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

Mary J. Dardano
(Signature of Notary Public - State of Florida)

Type of Identification Produced

MARY J. DARDANO
(Print, Type, or Stamp Commissioned Name of Notary Public)



HH081864
(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

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

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

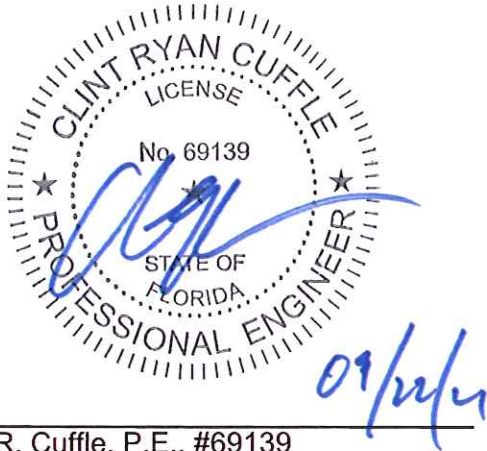
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number) (Expiration Date)

SUMMARY FOR WARRANTY BOND
Avila Units 2A-2L
Project ID #2657; Folio #15853.0000, #15854.0000

Water Distribution	\$38,331.57
Reclaim Distribution	\$19,225.99
Sanitary Distribution	\$103,685.50
Total Amount	<u>\$161,243.06</u>
Warranty Bond Amount (10% of Total)	<u>\$16,124.31</u>



Clint R. Cuffle, P.E., #69139
Date Prepared: September 22, 2021

Avila - Unit 14: Public Utility Cost Breakdown

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
WATER					
	6" DIP WM	LF	130	\$37.00	\$4,810
	6" PVC WM	LF	1,211	\$10.87	\$13,164
	SINGLE SHORT WATER SERVICE	EA	9	\$287.00	\$2,583
	SINGLE LONG WATER SERVICE	EA	3	\$403.00	\$1,209
	FIRE HYDRANT ASSEMBLY	EA	1	\$3,435.00	\$3,435
	WM MJ FITTINGS	LS	1	\$6,294.00	\$6,294
	PERMANENT BLOWOFF ASSEMBLY	EA	1	\$1,945.00	\$1,945
	6" GATE VALVE	EA	4	\$1,223.00	\$4,892
					\$38,331.57
RECLAIM					
	4" C-900 PVC RCW	LF	979	\$8.81	\$8,624.99
	SINGLE SERVICE SHORT	EA	3	\$283.00	\$849.00
	SINGLE SERVICE LONG	EA	9	\$389.00	\$3,501.00
	4" GATE VALVE	EA	5	\$947.00	\$4,735.00
	RCW MJ FITTINGS	LS	1	\$1,516.00	\$1,516.00
					\$19,225.99
WASTEWATER					
	8" SDR-26 (0'-6')	LF	1,801	\$25.00	\$45,025.00
	8" SDR-26 (6'-8')	LF	745	\$38.50	\$28,682.50
	SANITARY SINGLE SEWER SERVICE	EA	4	\$598.00	\$2,392.00
	SANITARY DOUBLE SEWER SERVICE	EA	4	\$927.00	\$3,708.00
	SAN. MANHOLE (0-6' CUT)	EA	1	\$2,663.00	\$2,663.00
	SAN. MANHOLE (6-8' CUT)	EA	5	\$4,243.00	\$21,215.00
					\$103,685.50

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



9547307222

25-3

Date 09/27/2021

Void after 7 years

440

Remitter: LLATS, LLC

Pay To The Order Of: HILLSBOROUGH COUNTY BOCC

Pay: SIXTEEN THOUSAND ONE HUNDRED TWENTY FOUR DOLLARS AND 31 CENTS

** 16,124.31 **

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

Do not write outside this box

Memo: -----

Note: For information only. Comment has no effect on bank's payment.



⑈ 9547307222 ⑆ ⑆ 044000037 ⑆ 75866 13 26 ⑆

APPROVED BY THE COUNTY ATTORNEY

BY Approved As To Form And Legal Sufficiency.