

SUBJECT: Target Outparcel Bloomingdale & Gornto Off-Site **PI# 5985**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: August 13, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

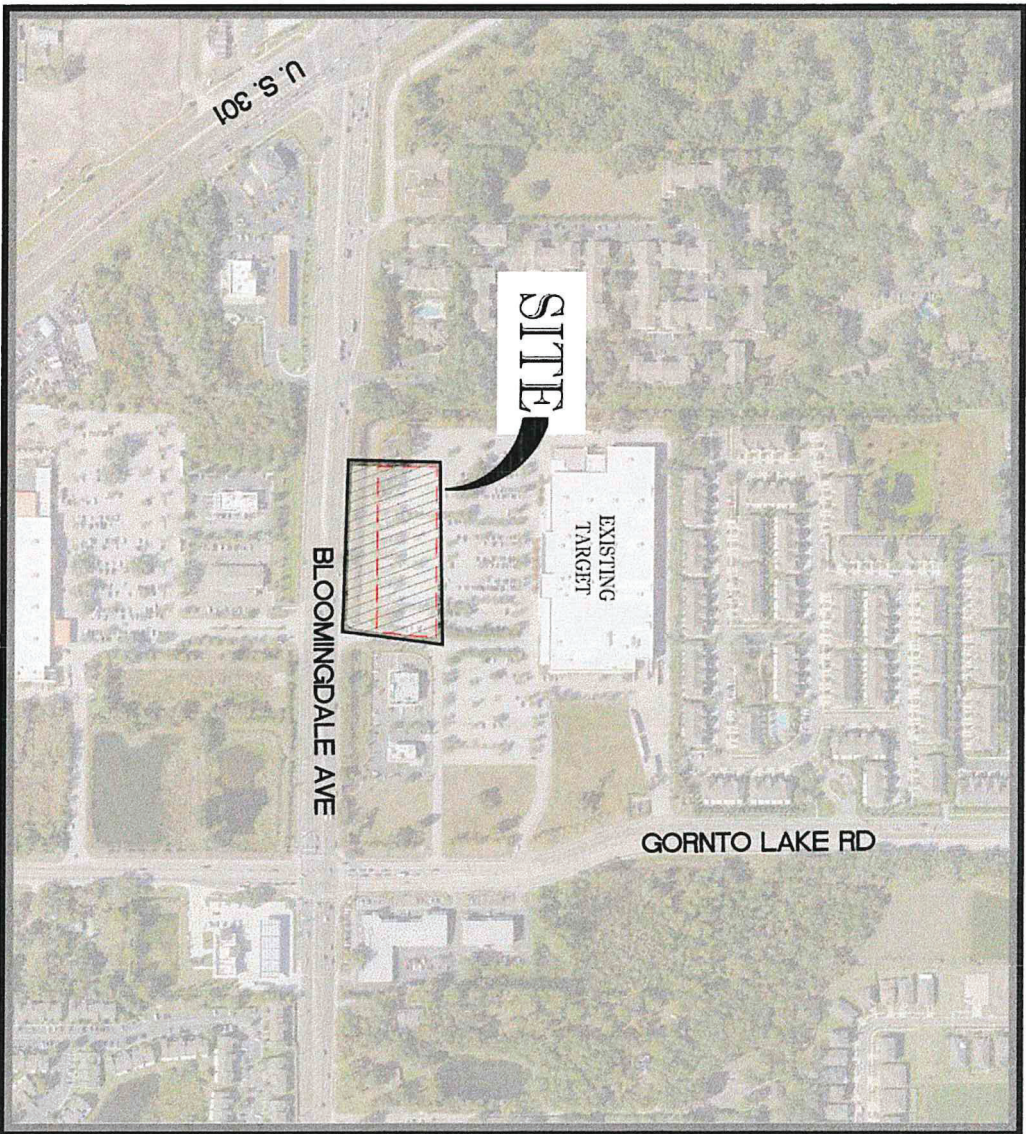
Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Target Outparcel Bloomingdale & Gornto Off-Site, located in Section 05, Township 30, and Range 20 (turnlane, sidewalks and water extension) for Maintenance upon proper 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 Letter of Credit in the amount of \$19,550.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On June 5, 2023, Permission to Construct was issued for Target Outparcel Bloomingdale & Gornto Off-Site, after construction plan review was completed on May 16, 2023. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is LG Riverview, LLC and the engineer is Thomas Engineering Group.

VICINITY \ AERIAL MAP

SCALE: 1" = 400'



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

This Agreement made and entered into this ____ day of _____, 20____, by and between LG Riverview, 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 Target Outparcel Bloomingdale & Gornto ID #5985 (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:

Offsite Turnlane with associated sidewalkson Bloomingdale Ave and Water extensions from

Bloomindale Ave upto County meters.

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 SBP20240006, dated 06/27/2024, with OCEAN BANK by order of LG RIVERVIEW LLC, or
 - b. A Warranty Bond, dated _____ with _____ as Principal, and _____ as Surety, and
 - c. Cashier/Certified Check, number _____, dated _____ 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:

Dorothy Bonneri
Witness Signature

Beverly Leonardi
Printed Name of Witness

Albert Zabinovitch
Witness Signature

ALBERT ZABINOVITCH, MD
Printed Name of Witness

Owner/Developer:

By: *Richard Leonardi*
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Richard Leonardi
Printed Name of Signer

Manager
Title of Signer

5944 Coral Ridge Drive #312CORAL SPRINGS, FL 33076
Address of Signer

954-755-5817
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
27th day of June, 2024, by Rich Leonardi as
(day) (month) (year) (name of person acknowledging)

Manager for LG RIVERVIEW 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

FLORIDA RIVER LICENSE
Type of Identification Produced



[Handwritten Signature]

(Signature of Notary Public - State of Florida)

RAFAEL PARRAGA

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

HH 490766

(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

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)



INTERNATIONAL DEPARTMENT

780 NW 42nd Avenue, suite 403
Miami, Florida 33126 U.S.A.
305-569-5449 SWIFT: OCBKUS3M
Fax: 305-443-3260

IRREVOCABLE LETTER OF CREDIT SBP20240006
DATE: JUNE 27, 2024

BENEFICIARY:
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
601 E. Kennedy Blvd. 19th Floor,
Tampa, FL 33602

APPLICANT:
LG RIVERVIEW LLC
7307 NW 122ND AVENUE
PARKLAND, FL 33076

AMOUNT: USD19,550.00

EXPIRATION DATE: SEPTEMBER 12, 2026

TARGET OUTPARCEL BLOOMINDALE & GORNT0 10#5985
HILLSBOROUGH CO. PROJECT NAME

COMMISSIONERS:

WE HEREBY AUTHORIZE YOU TO DRAW ON OCEAN BANK, 780 N.W. 42ND AVENUE, MIAMI, FLORIDA 33126 BY ORDER OF AND FOR THE ACCOUNT OF **LG RIVERVIEW LLC**, UP TO AN AGGREGATE AMOUNT, IN UNITED STATES FUNDS, OF USD **\$19,550.00** AVAILABLE TO THE BENEFICIARY BY:

A SIGNED STATEMENT FROM THE HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS, OR AN AUTHORIZED REPRESENTATIVE, THAT THE DRAWING IS DUE TO DEFAULT IN THE PERFORMANCE OF CERTAIN OBLIGATIONS OR FAILURE TO PAY SUMS, ON THE PART OF **LG RIVERVIEW LLC**, HEREINAFTER REFERRED TO AS "DEVELOPER", AGREED UPON BY AND BETWEEN HILLSBOROUGH COUNTY AND DEVELOPER IN THE SITE DEVELOPMENT WARRANTY BOND – OFFSITE IMPROVEMENTS AGREEMENT, HEREINAFTER REFERRED TO AS "AGREEMENT".

SBP20240006



INTERNATIONAL DEPARTMENT

780 NW 42nd Avenue, suite 403
Miami, Florida 33126 U.S.A.
305-569-5449 SWIFT: OCBKUS3M
Fax: 305-443-3260

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

SATISFACTION OF THE OBLIGATIONS PROVIDED FOR IN THE "AGREEMENT" OR PAYMENT OF ALL MONIES BY THE DEVELOPER AS PROVIDED FOR IN THE "AGREEMENT" SHALL BE A RELEASE OF ALL OBLIGATIONS UNDER THIS LETTER OF CREDIT.


THIS STANDBY LETTER OF CREDIT EXPIRES ON SEPTEMBER 12, 2026, AT OCEAN BANK COUNTERS LOCATED AT 780 N.W. 42ND AVENUE MIAMI, FLORIDA 33126 AT 2:00 P.M. MIAMI, FLORIDA TIME., ATTN: INTERNATIONAL DEPARTMENT.

THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS," INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.600, AS SAME MAY BE AMENDED, AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.

OCEAN BANK


AUTHORIZED SIGNATURE

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

SBP20240006

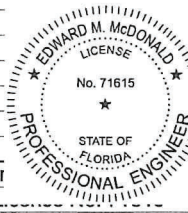


THOMAS ENGINEERING GROUP
 1502 W. FLETCHER AVENUE, SUITE 101
 TAMPA, FL 33612
 P: 813-379-4100
 WWW.THOMASENGINEERINGGROUP.COM

ENGINEER'S ESTIMATE OF COST FOR PROJECT IMPROVEMENTS - OFFSITE

PROJECT NAME: Target Outparcel - Riverview
 Project ID No. FT190063

	Quantity	Unit	Unit Cost	Line Cost
1 A' ROAD & DRAINAGE CONSTRUCTION				
2 2 1/2" Asphalt (Traffic C)	71	TN	\$147.00	\$10,437.00
3 1 1/2" FrictionCourse Asphalt (Traffic C)	42	TN	\$191.00	\$8,022.00
4 18.4" Crushed Concrete Base	342	SY	\$72.00	\$24,632.00
5 12" Type B Stabilization	194	SY	\$22.00	\$4,270.44
6 4" Concrete Sidewalk	194	SY	\$61.00	\$11,840.78
7 F Curb	304	LF	\$37.00	\$11,248.00
8 Modify inlet	1	EA	\$4,200.00	\$4,200.00
9 Manhole	1	EA	\$5,200.00	\$5,200.00
10 14"x23" RCP Elliptical Pipe	10	LF	\$1,640.00	\$16,400.00
11 Detectable Warning	2	SY	\$40.00	\$66.67
12 Thermoplastic Pavement Marking - Arrow	3	EA	\$82.00	\$246.00
13 Pavement Marking - 24"	27	LF	\$7.00	\$189.00
14 Pavement Marking - Dotted	72	LF	\$0.53	\$38.18
15 Pavement Marking - Solid	419	LF	\$1.52	\$634.85
16				
17 TOTAL ITEM 'A'				\$97,424.92
18				
19 'B' Utilities	Quantity	Unit	Unit Cost	Line Cost
20 6" DIP Water Line	145	LF	\$112.00	\$16,240.00
21 12" DIP Water Main	235	LF	\$200.00	\$47,000.00
22 16" Steel Casing	23	LF	\$596.00	\$13,708.00
23 6" DIP 45 Degree Bend	2	EA	\$1,500.00	\$3,000.00
24 6" DIP 90 Degree Bend	4	EA	\$1,500.00	\$6,000.00
25 12" DIP 45 Degree Bend	4	EA	\$2,343.00	\$9,372.00
26 6" X 12" Tapping Sleeve & Valve	1	EA	\$2,110.00	\$2,110.00
27 Water Meter - 1 1/2"	1	EA	\$650.00	\$650.00
28 Water Meter - 2"	1	EA	\$1,000.00	\$1,000.00
29 6" RPDA	1	EA	\$6,600.00	\$6,600.00
30 Backflow Assembly	2	EA	\$2,800.00	\$5,600.00
31 2" Gate Valve	2	EA	\$725.00	\$1,450.00
32 6" Gate Valve	2	EA	\$776.00	\$1,552.00
33 2" x 6" Tee	2	EA	\$1,700.00	\$3,400.00
34				
35				
36 TOTAL ITEM 'B'				\$98,080.00
37				
38 TOTAL ITEM 'A'&'B'			OFFSITE COST TOTAL	\$195,504.92
39			10% Bond Total	\$19,550.49
40			Total Estimated Costs	\$195,504.92
41				
42				
43 Note: Does not include landscape, power, telephone, and cable.				
44				
45				
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48				
49				
50				
51 Edwar				
52 P.E. L.				
53 5/20/2024				



Digitally signed by Edward M McDonald
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 CE0E8D20000736B; cn=Edward M McDonald
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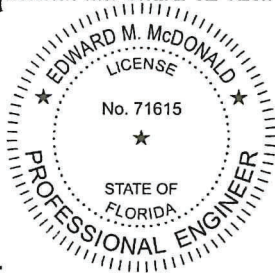
June 27, 2024

Hillsborough County
Planning & Growth Management Department
601 E. Kennedy Blvd, 19th Floor
Tampa, FL 33601

Project Name: Target Outparcel – Bloomingdale & Gornto
PI Number: 5985

Whom It May Concern:

I am writing this letter to inform you that the engineering scope of work performed for this project related to the work under the above referenced permit is complete and functioning as designed. To the best of our knowledge and belief the infrastructure was constructed in substantial compliance with the approved plans and said work was performed in accordance with the guidelines set forth in this permit.



Digitally signed by Edward M
McDonald
DN: c=US, o=THOMAS ENGINEERING
GROUP LLC,
dnQualifier=A01410D0000017BACE0E8
D20000736B, cn=Edward M McDonald
Date: 2024.06.27 15:41:59 -04'00'

(Seal)
Edward M. McDonald, P.E.

P.E. # 71615

Should you have any additional questions or require any additional information, please do not hesitate to contact me at (813) 379-4100.