

**SUBJECT:** Dollar General Store #21929  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** October 12, 2021  
**CONTACT:** Lee Ann Kennedy

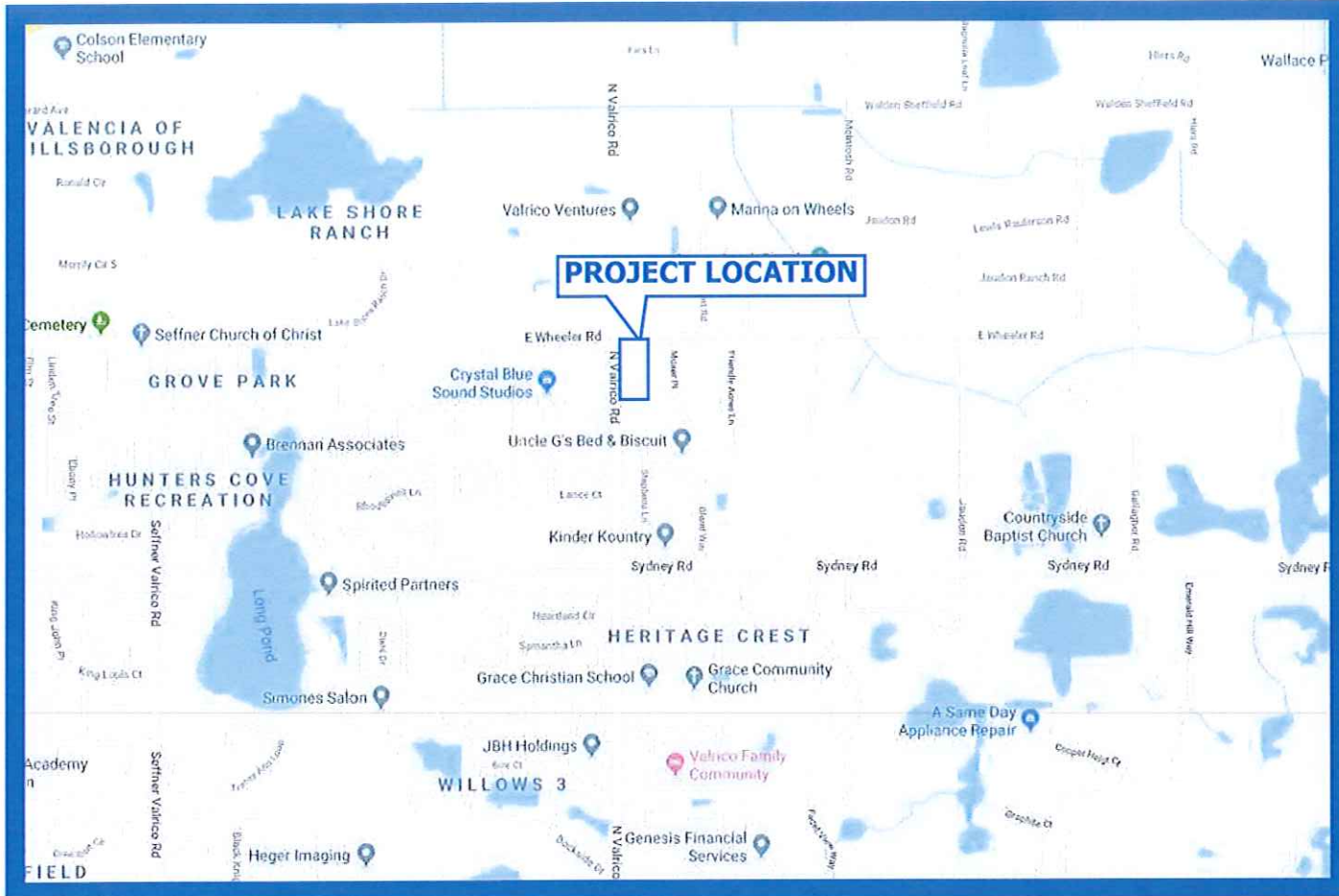
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**RECOMMENDATION:**

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (off-site water, roadway, drainage and sidewalks) 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 Dollar General Store #21929, located in Section 07, Township 29, and Range 21. 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 \$7,348.55 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On March 3, 2021, Permission to construct was issued for Dollar General Store #21929. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is Palmetto Dover-Wheeler Rd, LLC and the engineer is Sloan Engineering Group.



HILLSBOROUGH COUNTY



NORTH  
SCALE: N.T.S.



**SLOAN**  
Engineering Group

150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 800-3046 - FAX: (863) 800-1159  
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

DOLLAR GENERAL STORE #21929  
Section 7, Township 29S, Range 21E

VICINITY MAP  
MAP A

SLOAN ENGINEERING GROUP, INC.

JOB # 2186

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

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between Palmetto Dover-Wheeler Rd, 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 Dollar General Store #21929 (PI#5418); 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 Dollar General Store #21929 (PI#5418) are as follows:

Storm Drainage System Improvements, Potable Water System Improvements, Paving Improvements, Valrico Rd Entrance & Wheeler Rd R/W Improvements

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, or \_\_\_\_\_
- c. Cashier/Certified Check, number 309126, dated 8-26-21, 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 26th day of August, 2021.

ATTEST:

OWNER/DEVELOPER:

PALMETTO DOVER-WHEELER RD, LLC  
By: Palmetto capital Group, LLC, its Manager  
By: Houghton Family Entities, LLC, its Manager  
By: Michael D. Houghton, Manager

Krystin Olejniczak  
Witness

John [Signature]  
Witness

NOTARY PUBLIC



632 E. Main St.  
Suite 301  
Lakeland, FL 33801  
Address of Signer

CORPORATE SEAL  
(When Appropriate)

(863)808-1320  
Phone Number of Signer

ATTEST:

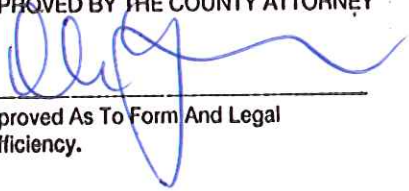
Clerk of  
the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal  
Sufficiency.

**CORPORATE ACKNOWLEDGMENT:**

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 26 day of August, 2021, by Michael D. Houghton, as Manager of Houghton Family Entities, LLC, a Florida limited liability company, as Manager of Palmetto Capital Group, LLC, a Georgia limited liability company, as Manager of Palmetto Dover-Wheeler Rd, LLC, a Florida limited liability company, on behalf of the entities. He [☒] is personally known to me or [☐] has produced \_\_\_\_\_ as identification.



Krystin Olejniczak  
NOTARY PUBLIC  
Print Name: Krystin Olejniczak  
My Commission Expires: 12/11/22

**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: \_\_\_\_\_



OFFICIAL CHECK

309126

Date: 8/26/21

Branch: 0501

REMITTER: PALMETTO DOVER-WHEELER RD LLC

**PAY  
TO THE  
ORDER OF**

EXACTLY \*\*7,348 AND 55/100 DOLLARS

\$7,348.55

\*\*\* HILLSBOROUGH CO BOCC\*\*\*

Comment:

PI# 5418

*Kayla / Sam*  
*Estelle Thompson*

⑈0000309126⑈ ⑆065303360⑆ 5000005⑈



OFFICIAL CHECK

309126

8/26/21

DATE:

REMITTER: PALMETTO DOVER-WHEELER RD LLC  
PO BOX 1615  
THOMASVILLE, GA 31799

BRANCH: 0501  
ORIGINATOR: SAVAK  
TIME: 14:44:18  
CK AMT: \$7,348.55

TO: \*\*\* HILLSBOROUGH CO BOCC\*\*\*

NON-NEGOTIABLE

APPROVED BY THE COUNTY ATTORNEY

BY

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





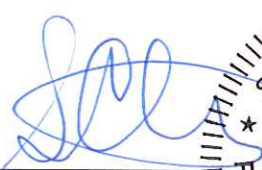
PO Box 253, Bartow, FL 33831  
Office: (863) 800-3046  
Fax: (863) 800-1159

**COST ESTIMATE FOR WARRANTY SURETY**  
**ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "DOLLAR GENERAL STORE #21929 (PI#5418)"**  
**as of August 19, 2021**

<b>***STORM DRAINAGE SYSTEM***</b>			
4' Concrete Flume	2.000 EA	\$1,750.00	\$3,500.00
<b>STORM DRAINAGE SYSTEM TOTAL</b>			<b>\$3,500.00</b>
<b>***POTABLE WATER SYSTEM***</b>			
Injection Point & Blow-Off	1.000 EA	\$950.00	\$950.00
8"x 2" Tapping Sleeve & Valve	1.000 EA	\$2,800.00	\$2,800.00
2" PE4710 Poly Tubing	37.000 LF	\$15.00	\$555.00
<b>POTABLE WATER SYSTEM TOTAL</b>			<b>\$4,305.00</b>
<b>***PAVING***</b>			
Type F Curb	252.000 LF	\$21.00	\$5,292.00
3' Valley Curb	96.000 LF	\$25.00	\$2,400.00
2' Traffic Separator	130.000 LF	\$50.00	\$6,500.00
Concrete Sidewalk	434.000 SY	\$45.00	\$19,530.00
Truncated Domes	4.000 EA	\$750.00	\$3,000.00
Signs & Striping	1.000 LS	\$2,000.00	\$2,000.00
<b>VALRICO ENTRANCE</b>			
2.0" SP-9.5 Asphalt Paving	231.000 SY	\$11.50	\$2,656.50
8" Crushed Concrete	231.000 SY	\$19.00	\$4,389.00
12" Type "B" Stabilized Subgrade	290.000 SY	\$5.00	\$1,450.00
<b>WHEELER ROAD ROW</b>			
1.5" Milling	748.000 SY	\$2.00	\$1,496.00
1.5" SP-9.5 Asphalt Pav. (Resurf.)	748.000 SY	\$11.00	\$8,228.00
3.5" SP-9.5 Asphalt Pav. (Widening)	232.000 SY	\$13.00	\$3,016.00
8" Crushed Concrete	232.000 SY	\$19.00	\$4,408.00
12" Type "B" Stabilized Subgrade	263.000 SY	\$5.00	\$1,315.00
<b>Bid Total:</b>			<b>\$65,680.50</b>

**ESTIMATED TOTAL PHASE 3** **\$73,485.50**

**WARRANTY SURETY FOR TWO (2) YEAR @ 10 PERCENT** **\$7,348.55**

  
 Santos Medina III, P.E.  
 Florida Registration #74539  
 Sloan Engineering Group, Inc.  
 PO Box 253  
 Bartow, Florida 33831 (863) 800-3046  
 Certificate of Authorization #26247

