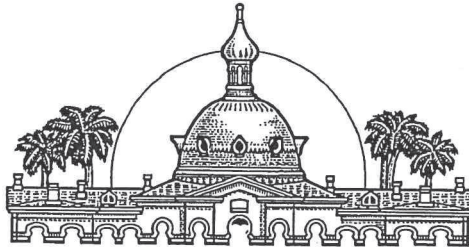


HILLSBOROUGH COUNTY
Development Review Division of Development Services Department



Hillsborough County
Florida

Dollar General Store #22979 Balm Riverview Off-Site

Folio# 77357 BOARD DATE: February 7, 2023

REPORT INDEX

A1Location Map

A2Owner / Developer Agreement

A3 Financial Security

Manager's Signature: _____

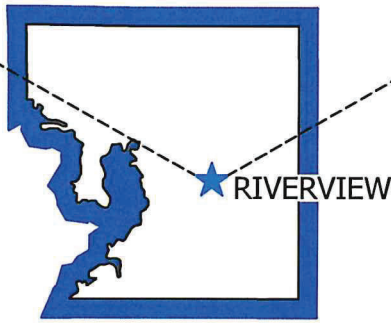
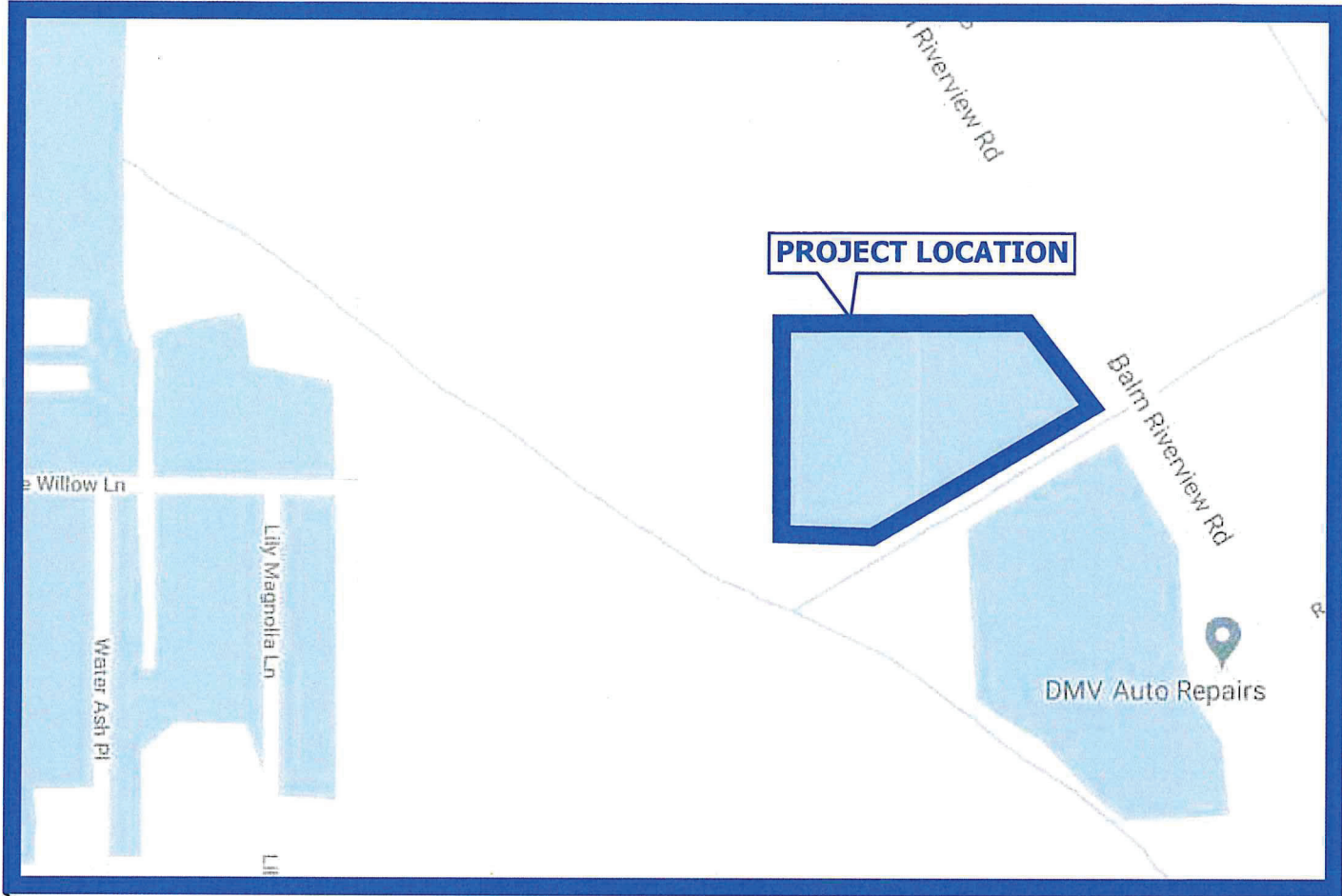
SUBJECT: Dollar General Store #22979 Balm Riverview Off-Site **PI# 5705**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 7, 2023
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Dollar General Store #22979 Balm Riverview Off-Site located in Section 34, Township 30, and Range 20 (water, wastewater, paving and sidewalks) 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 \$17,492.35 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

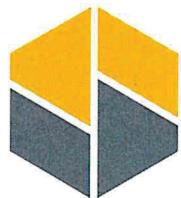
On June 2, 2022, Permission to construct was issued for Dollar General Store #22979 Balm Riverview Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is Palmetto Riverview-Riverview Balm 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

PALMETTO RIVERVIEW-BALM RIVERVIEW RD, LLC
Section 34, Township 30S, Range 20E

VICINITY MAP
MAP A

SLOAN ENGINEERING GROUP, INC.

JOB # 2280

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

This Agreement made and entered into this 19 day of December, 2022, by and between Palmetto Riverview-Riverview Balm 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 Riverview Balm Rd Dollar General Store #22979 (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:

Utility connection and extension under Riverview Balm Rd; paving and sidewalk improvements in

County Right of Way

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 # 312, dated 11.22.2022 with Thomasville National Bank by order of Palmetto Riverview - Balm Riverview RD LLC
 - 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.

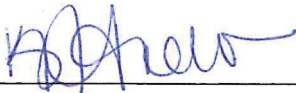
ATTEST:



Witness Signature

Jeffrey A. Lozenby

Printed Name of Witness



Witness Signature

Mwendira J. Andrews

Printed Name of Witness

Owner/Developer: Palmetto Riverview-Balm Riverview RD LLC

By: Palmetto Capital Group, LLC its Manager

By: Houghton Family Entities, LLC its Manager

By:



Authorized Corporate Officer or Individual

(Sign before Notary Public and 2 Witnesses)

Michael D. Houghton

Printed Name of Signer

Manager

Title of Signer

P.O. Box 1615
Thomasville, GA 31799

Address of Signer

(863) 808-1320

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY



BY _____
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH ~~HILLSBOROUGH~~ **POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this

19th day of December, 2022, by Michael D. Houghton as

Manager for Palmetto Riverview-Balm Riverview Rd, 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

Type of Identification Produced

(Signature of Notary Public - State of Florida)

Jeffrey A. Lazenby
(Print, Type, or Stamp Commissioned Name of Notary Public)



JEFFREY A. LAZENBY
Commission # HH 226539
Expires April 18, 2026

HH226539
(Commission Number)

04-18-26
(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

(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(Commission Number)

(Expiration Date)



Thomasville National Bank

November 22, 2022

Hillsborough County Board of County Commissioners
601 E Kennedy Blvd. 19th Floor
Tampa, FL 33602

IRREVOCABLE LETTER OF CREDIT NO. #372

We hereby establish our Irrevocable Letter of Credit No. #372 in your favor for the account of **PALMETTO RIVERVIEW-BALM RIVERVIEW RD, LLC** up to the aggregate amount of **Seventeen Thousand Four Hundred Ninety Two Dollars and 35/100 (\$17,492.35)** available by drafts drawn on **THOMASVILLE NATIONAL BANK**, 301 N. Broad Street, P.O. Box 1999, Thomasville, Georgia 31799.

A statement which indicates the purpose for the draft must be provided in writing with the request for draft. The subject site is at 11841 Balm Riverview Rd, Riverview FL 33569.

This Letter of Credit expires **April 13, 2025** unless extended in writing from this bank. Any drafts under this Letter of Credit must be presented to this bank for payment not later than five (5) business days prior to the expiration of the Letter.

The right to draw under this Letter of Credit is irrevocable and unconditional by this bank, and is not transferable.

This credit is subject to the Uniform Customs and Practices for documentary credits (1993 revision), International Chamber of Commerce Brochure No. 500.

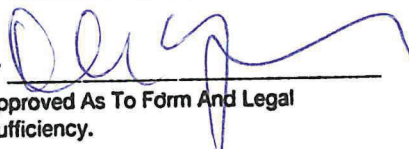
All drafts must be marked "**DRAWN UNDER LETTER OF CREDIT NO. #372 IN REFERENCE TO PALMETTO RIVERVIEW-BALM RIVERVIEW RD, LLC, THOMASVILLE NATIONAL BANK, THOMASVILLE, GEORGIA, DATED November 22, 2022.**"

Sincerely,

A blue ink signature of Hank A. Stone, consisting of several overlapping loops and a long horizontal stroke.

Hank A. Stone
Executive Vice President

APPROVED BY THE COUNTY ATTORNEY

BY 
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 #22979 (PI#5705)"
 as of November 7, 2022

POTABLE WATER SYSTEM			
Injection Point & Blow-Off	1.000 EA	\$950.00	\$950.00
6"x 20" Tapping Sleeve & Valve	1.000 EA	\$9,000.00	\$9,000.00
6" DIP Water Main	88.000 LF	\$132.00	\$11,616.00
16" Steel Casing	61.000 LF	\$400.00	\$24,400.00
6" Gate Valve	5.000 EA	\$2,950.00	\$14,750.00
6" Tee	1.000 EA	\$550.00	\$550.00
6" Fire Hydrant Assembly	1.000 EA	\$6,500.00	\$6,500.00
6" x 2" Tee	1.000 EA	\$575.00	\$575.00
2" PE4710 Poly Tubing	5.000 LF	\$15.00	\$75.00
2" Gate Valve	4.000 EA	\$1,200.00	\$4,800.00
2" Tee	1.000 EA	\$625.00	\$625.00
2" 90 Degree Bend	1.000 EA	\$200.00	\$200.00
Potable Water Testing	1.000 LS	\$2,000.00	\$2,000.00
POTABLE WATER SYSTEM TOTAL			\$76,041.00
SANITARY SEWER SYSTEM			
4" x 16" Tapping Sleeve & Valve	1.000 EA	\$7,200.00	\$7,200.00
4" C900 DR18 Force Main	34.000 LF	\$30.00	\$1,020.00
4" Plug Valve	1.000 EA	\$900.00	\$900.00
30" Split-Steel Casing	76.000 LF	\$100.00	\$7,600.00
Sanitary Sewer Testing	1.000 LS	\$1,750.00	\$1,750.00
POTABLE WATER SYSTEM TOTAL			\$18,470.00
STORM SEWER SYSTEM			
18" RCP	71.000 LF	\$130.00	\$9,230.00
18" HDPE	24.000 LF	\$120.00	\$2,880.00
18" CMP	143.000 LF	\$110.00	\$15,730.00
24" CMP	52.000 LF	\$170.00	\$8,840.00
MES	10.000 EA	\$1,500.00	\$15,000.00
POTABLE WATER SYSTEM TOTAL			\$51,680.00
PAVING			
2.5" SP-9.5 Asphalt Paving	196.800 SY	\$11.50	\$2,263.20
8" Crushed Concrete	196.800 SY	\$19.00	\$3,739.20
12" Type "B" Stabilized Subgrade	203.246 SY	\$5.00	\$1,016.23
Concrete Sidewalk	449.198 SY	\$45.00	\$20,213.91
Truncated Domes	2.000 EA	\$750.00	\$1,500.00
BID TOTAL			\$28,732.54

ESTIMATED TOTAL **\$174,923.54**

WARRANTY SURETY FOR TWO (2) YEAR & 30 DAYS FROM BOCC, @ 10 PERCENT **\$17,492.35**

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

11/7/2022
Date