

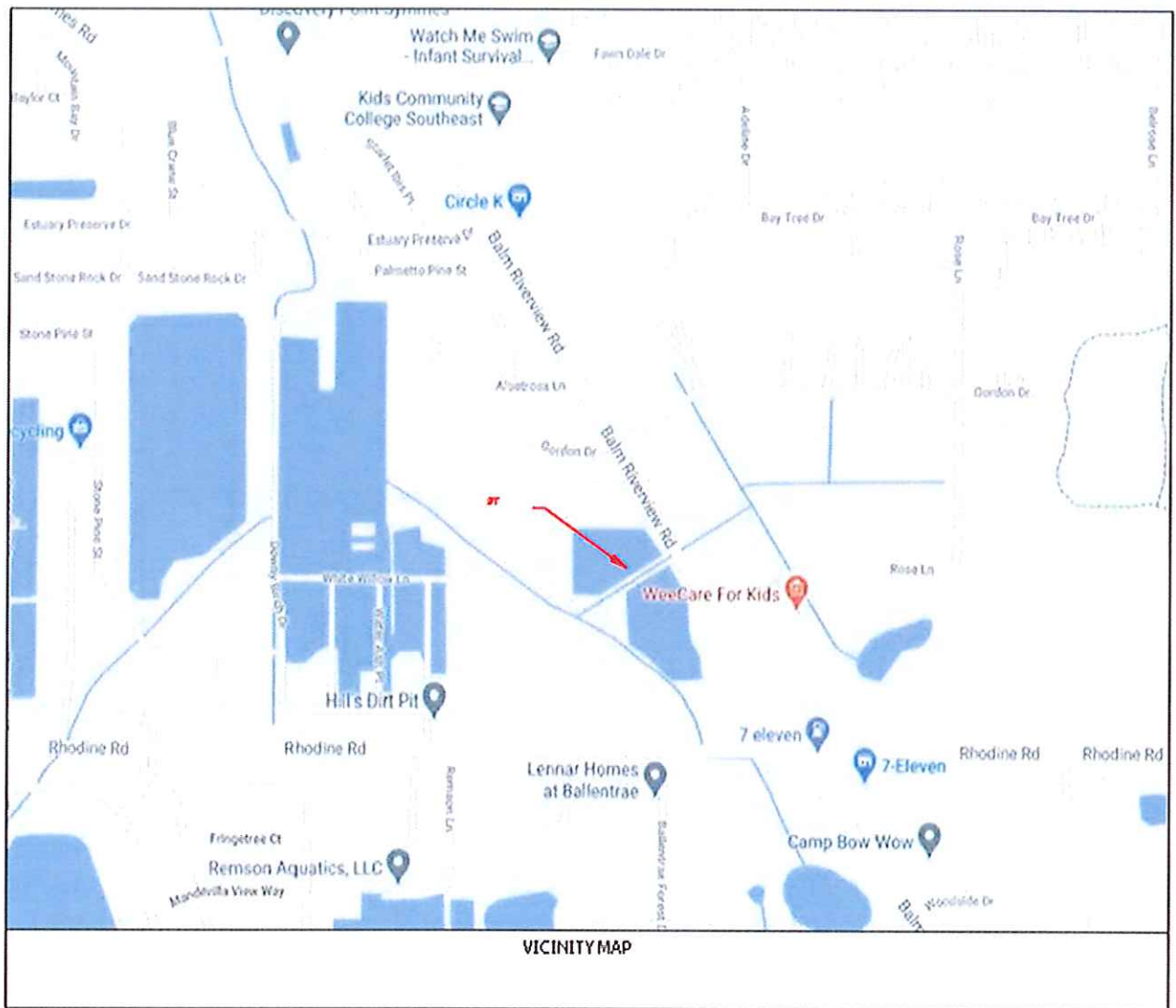
SUBJECT: Dollar General Store #21781 Ruskin Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 13, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, water and wastewater) 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 #21781 Ruskin Off-Site, located in Section 18, Township 32, and Range 19. 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 \$19,953.52 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On July 8, 2020, Permission to construct was issued for Dollar General Store #21781 Ruskin Off-Site. 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 Palmetto Ruskin – 4th St, LLC and the engineer is Sloan Engineering Group.



VICINITY MAP

**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 Ruskin-4th St 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 #21781 - Ruskin; 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 #21781 - Ruskin are as follows: Addition of 4th Street turn lanes, widening, and sidewalk, addition of two (2) type C inlets, 29 LF of 15" HDPP, 81 LF of 18" HDPP 18" two (2) RCP culvert pipe extension, 955 potable water DIP extension.

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 _____ 335 _____, dated February 8th 2021 _____, with _____ Thomasville National Bank by order of _____ Palmetto Ruskin-4th St, LLC, or
 - 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 5 day of March, 2021

ATTEST:

OWNER/DEVELOPER:



Witness



Authorized Corporate Officer or Individual



Witness

Michael D. Houghton

Name (typed, printed or stamped)

NOTARY PUBLIC

632 E Main Street, Suite 301

Address of Signer

Lakeland, Florida 33801

CORPORATE SEAL
(When Appropriate)

Phone Number of Signer

ATTEST:

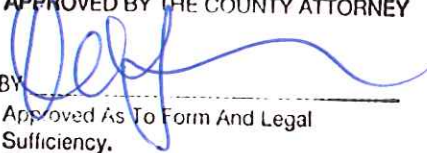
PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk
Owners Developers Warranty Agreement 050107.doc

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 this 5 day of March, 2021, by Michael Houghton and

respectively President and Managing Partner of Palmco Capital Group, 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: Krystin Olejniczak (Seal)

Print: Krystin Olejniczak

Title or Rank: _____

Serial Number, if any: 66283427

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: _____



Thomasville National Bank

February 8, 2021

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

IRREVOCABLE LETTER OF CREDIT NO. #335

We hereby establish our Irrevocable Letter of Credit No. #335 in your favor for the account of **PALMETTO RUSKIN-4TH ST, LLC** up to the aggregate amount of **Nineteen Thousand Nine Hundred Fifty Three Dollars and 52/100 (\$19,953.52)** 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 South US Hwy 41, Ruskin, FL.

This Letter of Credit expires **May 13, 2023** 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.

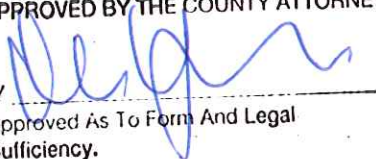
This credit is subject to the Uniform Customs and Practices for documentary credits (1993 revision), International Chamber of Commerce Brochure No. 500.

All drafts must be marked "**DRAWN UNDER LETTER OF CREDIT NO. #335 IN REFERENCE TO PALMETTO RUSKIN-4TH ST, LLC, THOMASVILLE NATIONAL BANK, THOMASVILLE, GEORGIA, DATED February 8, 2021**."

Sincerely,


Hank A. Stone
Executive Vice President

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.



P.O. Box 253, Bartow, Florida 33831
 Office: (863) 800-3046
 Fax: (863) 800-1159

COST ESTIMATE FOR WARRANTY BOND
ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "DOLLAR GENERAL STORE #21781"
as of February 3rd, 2021

SANITARY SEWER (FORCE MAIN)	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4" C900 DR18 PIPE	3	LF	\$ 12.00	\$ 36.00
4" PLUG VALVE	1	EA	\$ 3,300.00	\$ 3,300.00
6" x 4" SADDLE TAP & VALVE	1	EA	\$ 4,505.00	\$ 4,505.00
			SUBTOTAL	\$ 7,841.00

POTABLE WATER	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8" DUCTILE IRON PIPE	955	LF	\$ 99.25	\$ 94,783.75
8" GATE VALVE	4	EA	\$ 1,460.00	\$ 5,840.00
8" x 6" TEE	1	EA	\$ 730.00	\$ 730.00
6" GATE VALVE	1	EA	\$ 1,100.00	\$ 1,100.00
FIRE HYDRANT ASSEMBLY, W/SAMPLE POINT	1	EA	\$ 4,050.00	\$ 4,050.00
8" x 2" TEE	1	EA	\$ 700.00	\$ 700.00
2" AWWA C-901 BLUE POLYTUBING	18	LF	\$ 3.50	\$ 63.00
2" GATE VALVE	3	EA	\$ 600.00	\$ 1,800.00
2" TEE	1	EA	\$ 300.00	\$ 300.00
			SUBTOTAL	\$ 109,366.75

PAVING & DRAINAGE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.5" MILLING EXISTING PAVEMENT	843	SY	\$ 2.00	\$ 1,686.00
1.5" RESURFACING (TYPE SP-12.5 STRUCT. COURSE)	71.100	TN	\$ 116.00	\$ 8,247.60
3" TYPE SP-12.5 STRUCT. COURSE	126.938	TN	\$ 116.00	\$ 14,724.81
10" CRUSHED CONCRETE (OPTIONAL BASE GROUP 9)	752	SY	\$ 18.50	\$ 13,912.00
12" TYPE B STABILIZATION	1086	SY	\$ 5.00	\$ 5,430.00
TRENCH CURB	23	LF	\$ 17.00	\$ 391.00
TYPE C INLET	2	EA	\$ 4,095.00	\$ 8,190.00
18" MITERED END SECTION	1	EA	\$ 1,811.50	\$ 1,811.50
24" MITERED END SECTION	2	EA	\$ 1,848.75	\$ 3,697.50
15" HDPP STORM PIPE	29	LF	\$ 125.00	\$ 3,625.00
18" HDPP STORM PIPE	81	LF	\$ 150.00	\$ 12,150.00
CONCRETE COLLAR	2	EA	\$ 525.00	\$ 1,050.00
			SUBTOTAL	\$ 74,915.41

SIGNING & MARKING	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6" WHITE STRIPE	685	LF	\$ 3.00	\$ 2,055.00
6" DOUBLE-YELLOW STRIPE	480.000	LF	\$ 6.00	\$ 2,880.00
24" WHITE STOP BAR	22	LF	\$ 1.75	\$ 38.50
12" WHITE STRIPE	109	LF	\$ 1.00	\$ 109.00
TURN ARROW	2	EA	\$ 32.00	\$ 64.00
18" STRIPE FOR DIAGONALS	74	LF	\$ 3.25	\$ 240.50
RUMBLE STRIP	3	EA	\$ 575.00	\$ 1,725.00
STOP SIGN	1	EA	\$ 300.00	\$ 300.00
			SUBTOTAL	\$ 7,412.00

ESTIMATED TOTAL \$199,535.16

WARRANTY BOND FOR ONE (1) YEAR @ 10 PERCENT: \$ 19,953.52

Santos Medina III



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

CONTRACTOR AFFIDAVIT

I/We as contractor for the construction of the improvement facilities DOLLAR GENERAL -RUSKIN- PID#5222-SR#20-0037-PROJECT NO:COM05284 for MILLER CONSTRUCTION MANAGEMENT, INC., having been first duly sworn, depose and say: That all the material used in the construction of the facilities meet the requirements of the Hillsborough County Water and Wastewater Technical Manual Specifications, the Highway and Bridge Technical Manual, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

By: [Signature]
(signature)

Print name and title COREY J. MILLER
PRESIDENT

Company: MILLER CONSTRUCTION MANAGEMENT, INC.

Address: 502 N. MASSACHUSETTS AVE.
LAKELAND, FL 33801

The foregoing instrument was acknowledged before me this 3rd day of Feb. by Corey J. Miller. He and/or she is personally known to me or has produced _____ as identification and did (did not) take oath.

NOTARY PUBLIC:
Sign: [Signature] (seal)
Print: Laura Fitzgerald
Title or Rank: Project Coordinator
Serial Number, if any: _____
My Commission Expires: 4/19/21

