

**SUBJECT:** Car Guys - Valrico Off-Site **PI# 4727**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** September 12, 2023  
**CONTACT:** Lee Ann Kennedy

---

**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Car Guys - Valrico Off-Site located in Section 29, Township 29, and Range 21 (water and wastewater) 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 Bond in the amount of \$12,379.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On January 31, 2022, Permission to Construct Prior to Platting was issued for Car Guys - Valrico Off-Site, after construction plan review was completed on April 5, 2021. 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is DMI Nebraska, LLC and the engineer is Gustafson Engineering Company.

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DMI Nebraska 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 Car Guys- Valrico Water and Wastewater Tie Ins (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:

Water and Wastewater tie ins

---

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 10/17/2023 with DMI Nebraska LLC as Principal, and FCCI Insurance 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:

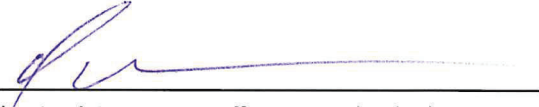
  
 \_\_\_\_\_  
 Witness Signature

**Maynard Baker**  
 \_\_\_\_\_  
 Printed Name of Witness

  
 \_\_\_\_\_  
 Witness Signature

**Michael Kretzinger**  
 \_\_\_\_\_  
 Printed Name of Witness

Owner/Developer:

By   
 \_\_\_\_\_  
 Authorized Corporate Officer or Individual  
 (Sign before Notary Public and 2 Witnesses)

**David M Mitchell**  
 \_\_\_\_\_  
 Printed Name of Signer

**Manager**  
 \_\_\_\_\_  
 Title of Signer

**Wesley Chapel Blvd**  
 \_\_\_\_\_  
 Address of Signer

**813-391-3590**  
 \_\_\_\_\_  
 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 \_\_\_\_\_  
**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  
17 day of October, 2023, by David Mitchell as  
(day) (month) (year) (name of person acknowledging)

MANAGER for DMS NORASIA  
(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

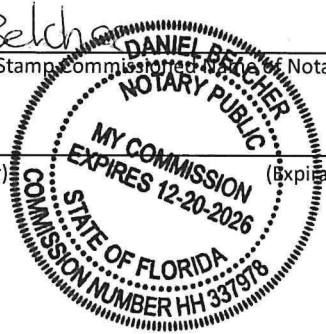
(Notary Seal)



(Signature of Notary Public - State of Florida)

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

\_\_\_\_\_  
(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)

### WARRANTY BOND - SITE DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS, that we DMI Nebraska LLC

\_\_\_\_\_ called the Principal, and FCCI Insurance Company

\_\_\_\_\_ called the Surety, are held and firmly bound unto the

**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of twelve thousand three hundred seventy nine (\$ 12,379.00 ) Dollars for the payment of which

we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

**WHEREAS**, these site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities: Car Guys - Valrico Water and Wastewater Tie ins (hereafter, the "Improvement Facilities") for maintenance constructed in conjunction with the site known as Car Guys - Valrico (hereafter, the "Project"); and

**WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the improvements and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements; and

**WHEREAS**, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

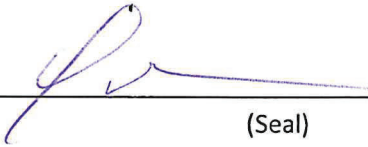
- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved Project against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL 12/7/2025

SIGNED, SEALED AND DATED this 17 day of October, 20 23.

ATTEST:


\_\_\_\_\_  
Principal Signature

  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety Signature

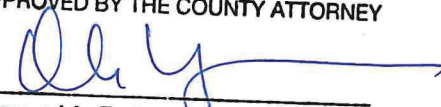
\_\_\_\_\_  
(Seal)

ATTEST:

  
\_\_\_\_\_  
Attorney-in-fact Signature

  
\_\_\_\_\_  
(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY   
\_\_\_\_\_  
Approved As To Form And Legal Sufficiency.





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Case Fessler; Campbell Small; Daniel Belcher

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company





Engineering and Construction

CONSTRUCTION COST				
CAR GUYS - VALRICO				
				DATE: September 15, 2023
<b>POTABLE WATER SYSTEM</b>				
	UNIT	UNIT PRICE	QUANTITY	TOTAL
4" Gate Valve	Each	\$ 1,080.00	2	\$ 2,160.00
6" Gate Valve	Each	\$ 2,120.00	1	\$ 2,120.00
4" C900 WM	LF	\$ 44.50	7	\$ 311.50
6" C900 WM	LF	\$ 27.50	4	\$ 110.00
6x4 MJ Tee	Each	\$ 890.00	1	\$ 890.00
4x2 MJ Tee	Each	\$ 780.00	1	\$ 780.00
2-Inch Poly	LF	\$ 36.00	8	\$ 288.00
Hire Hydrant Assembly and Valve	Each	\$ 5,200.00	1	\$ 5,200.00
Total Water				\$11,859.50
<b>SANITARY SEWER SYSTEM</b>				
	UNIT PRICE	QUANTITY	TOTAL	
4" DR18 FM	LF \$ 90.25	1195	\$ 107,848.75	
4" 45 Deg. Bend	Each \$ 182.50	10	\$ 1,825.00	
4" Plug Valve	Each \$ 235.00	2	\$ 470.00	
4" 22.5 Deg. Bend	Each \$ 182.50	1	\$ 182.50	
12" Steel Casing	LF \$ 88.80	18	\$ 1,598.40	
Total Sewer				\$ 111,924.65
<b>TOTAL WATER AND SEWER</b>				\$ 123,784.15

Reviewed and approved

Ray D  
Gustafson

Digitally signed by Ray D Gustafson  
DN: c=US, o=Florida,  
dnQualifier=A01410D0000188340B  
4FE30006F93C, cn=Ray D Gustafson  
Date: 2023.10.17 12:14:23 -04'00'

Ray D. Gustafson, Professional  
Engineer, State of Florida, License  
No. 37565

This item has been digitally signed  
and sealed by Ray D. Gustafson  
on **Oct 17, 2023**

Printed copies of this document  
are not considered signed and  
sealed and the signature must be  
verified on any electronic copies.