

SUBJECT: Scooter's Coffee Off-Site **PI#6091**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 10, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water main) for Maintenance to serve Scooter's Coffee Off-Site, located in Section 22, Township 29, and Range 20, 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 Check in the amount of \$3,929.50 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On November 30, 2022, Permission to Construct Prior to Platting was issued for Scooter's Coffee Off-Site, after construction plan review was completed on October 4, 2022. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Brandon Coffee, LLC and the engineer is MJ Stokes Consulting.

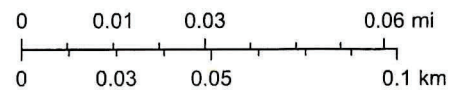
Scooters Coffee (PI 6091)



8/20/2024, 11:40:01 AM

 Parcels

1:2,257



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Brandon Coffee, 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 Scouters Coffee (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:

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, and
 - c. Cashier/Certified Check, number 12004957, dated 08/23/2024 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:

Owner/Developer:




Witness Signature

By 

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



Printed Name of Witness



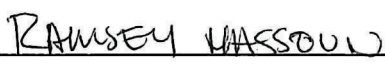
Printed Name of Signer




Witness Signature

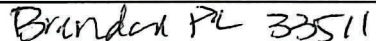


Title of Signer



Printed Name of Witness



Address of Signer 



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. 3 of 4

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
20 day of September, 2024, by Talal Kazbour as
(day) (month) (year) (name of person acknowledging)
Managing Member for Brandon Coffee 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

Kim Rhoads
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



KIM RHOADS
Commission # HH 288271
Expires November 14, 2026

(Notary Seal)

HH 288271
(Commission Number)

Nov. 14, 2026
(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)



67-98/532

12004957

CASHIER'S CHECK

DATE 08/23/2024

PAY TO THE ORDER OF HILLSBOURGH COUNTY BOCC

\$3,929.50

\$ 3,929.50

DOLLARS

NOTICE TO THE CUSTOMER:
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE DECLARATION OF LOSS PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. REFUNDS AND REPLACEMENTS CANNOT BE MADE FOR 90 DAYS AFTER ISSUANCE OF ORIGINAL CHECK.



Melina Marchetti
AUTHORIZED SIGNATURE

REMITTER: BRANDON COFFEE

⑈ 12004957⑈ ⑆063114030⑆ 2200830098⑈

APPROVED BY THE COUNTY ATTORNEY

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



Project Name: Brandon Scooters Coffee

MJS Project No. 24-6001

RE: Engineers Specific Cost Breakdown

Item No.	Item Description	Unit	Unit Price	Quantity	Total Price
Public Utility Cost Breakdown					
1	6" Ductile Iron Watermain (see note 2)	LF	\$145.00	111	\$16,095.00
2	6" ACP-DIP Adapter, Spacer, Restraints & Concrete	EA	\$800.00	2	\$1,600.00
3	6" Gate Valves	EA	\$500.00	2	\$1,000.00
4	2" Tap, Valve & Assembly	EA	\$1,200.00	3	\$3,600.00
5	6" 45° Bends	EA	\$500.00	2	\$1,000.00
6	4" Casing under Knights Ave	EA	\$2,750.00	2	\$5,500.00
7	2" water services (poly material)	LS	\$1,200.00	1	\$1,200.00
8	Abandon & Grout 4-inch ACP Service	LS	\$4,500.00	1	\$4,500.00
9	6" Concrete Across Driveway & Sidewalks	SF	\$6.00	800	\$4,800.00
Total					\$39,295.00
10% Bond					\$3,929.50

Note:

- Costs outlined above are based on Engineers opinion of of current pricing and may fluctuate from final contract amounts due to labor and material costs.
- Linear foot unit rate includes Ductile Iron Pipe, bell restraints, corrosion resistant wrap, labor, equipment, and excavation/backfill

John J Stoeckel, P.E.
 FL. P.E. License No. 80758

Contractor Affidavit

I/We as contractor for the construction of the improvement facilities Scouters' Coffee - Brandon, FL for Brandon Coffee, LLC, 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 Jamal Kazbour,
President

Company: Corniche Development, LLC

Address: 2581 E State Rd
Valrico, FL 33594

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

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

23 day of August, 2024, by Jamal Kazbour.
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

[Signature]
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

HH 288271
(Commission Number)

11/14/2026
(Expiration Date)



KIMI RHOADS
Commission # HH 288271
Expires November 14, 2026