

SUBJECT: Dollar General Store #22981
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 13, 2022
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, 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 #22981 located in Section 08, Township 30, and Range 22. 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 \$6,473.90 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 #22981. 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-KeysvilleRd, LLC and the engineer is Sloan Engineering Group.

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

This Agreement made and entered into this ____ day of _____, 20__, by and between Palmetto Dover-Keysville 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 #22981; 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 #22981 are as follows:
Storm Drainage System Improvements, Paving Improvements, Sidewalk improvements, Keysville 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 866269, dated 11/24/2021, 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 11th day of November, 2021.

ATTEST:

OWNER/DEVELOPER:

PALMETTO PLANT CITY-KEYSVILLE RD, LLC

By: Palmetto Capital Group, LLC, its Manager

By: Houghton Family Entities, LLC, its Manager

By: 
Michael D. Houghton, Manager


Witness


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:

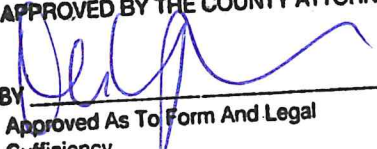
PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

By: _____

Deputy Clerk
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 11th day of November, 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 Plant City-Keysville 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: _____



AMERIS BANK



OFFICIAL CHECK



866269

64-175
612

REMITTER Palmetto Plant City-Keyville

11/24/2021

PAY TO THE ORDER OF *Hillsborough County BOCC*

*****6,473.90
\$

SIX THOUSAND FOUR HUNDRED SEVENTY THREE DOLLARS AND NINETY CENTS

DOLLARS



Marlene S. Catson

MP

⑈866269⑈ ⑆061201754⑆ 2020028243⑈

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal
Sufficiency.

Cost Estimate

Engineers Estimate of Probable Costs for "Dollar General Store #22981 (Keyville)"

as of November 3, 2021

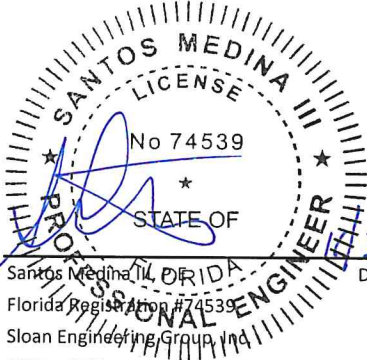
PAVING

No.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
1	1.5" Milling	SY	1,004	\$ 2.00	\$ 2,008.00
2	1.5" Type SP 12.5 SC Asphalt (Resurfacing)	SY	1,004	\$ 11.00	\$ 11,044.00
3	3.0" Type SP 12.5 SC Asphalt (Widening)	SY	30	\$ 13.00	\$ 390.00
4	1.5" Type SP 12.5 SC Asphalt (Paved Shoulder)	SY	307	\$ 11.00	\$ 3,377.00
5	2.0" Type SP 9.5 Asphalt	SY	170	\$ 12.00	\$ 2,040.00
6	10.0" Base (Crushed Concrete)	SY	30	\$ 20.00	\$ 600.00
7	5.0" Base (Crushed Concrete)	SY	307	\$ 13.00	\$ 3,991.00
8	8.0" Base (Crushed Concrete)	SY	170	\$ 19.00	\$ 3,230.00
9	12.0" Type B Stabilization	SY	667	\$ 5.00	\$ 3,335.00
10	Trench Curb	LF	9	\$ 6.00	\$ 54.00
11	Signs & Striping	LS	1	\$ 1,900.00	\$ 1,900.00
12	6" Concrete Sidewalk	SY	406	\$ 55.00	\$ 22,330.00
13	Truncated Domes	EA	4	\$ 750.00	\$ 3,000.00
PAVEMENT SUBTOTAL:					\$ 57,299.00

STORM DRAINAGE

No.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
14	18" RCP	LF	86	\$ 40.00	\$ 3,440.00
15	Type C Inlet	EA	2	\$ 2,000.00	\$ 4,000.00
STORM DRAINAGE SUBTOTAL:					\$ 7,440.00

TOTAL COST OF OFFSITE WORK: \$ 64,739.00


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

WARRANTY SURETY FOR TWO (2) YEAR @ 10 PERCENT: \$ 6,473.90

Date 11/3/2021