

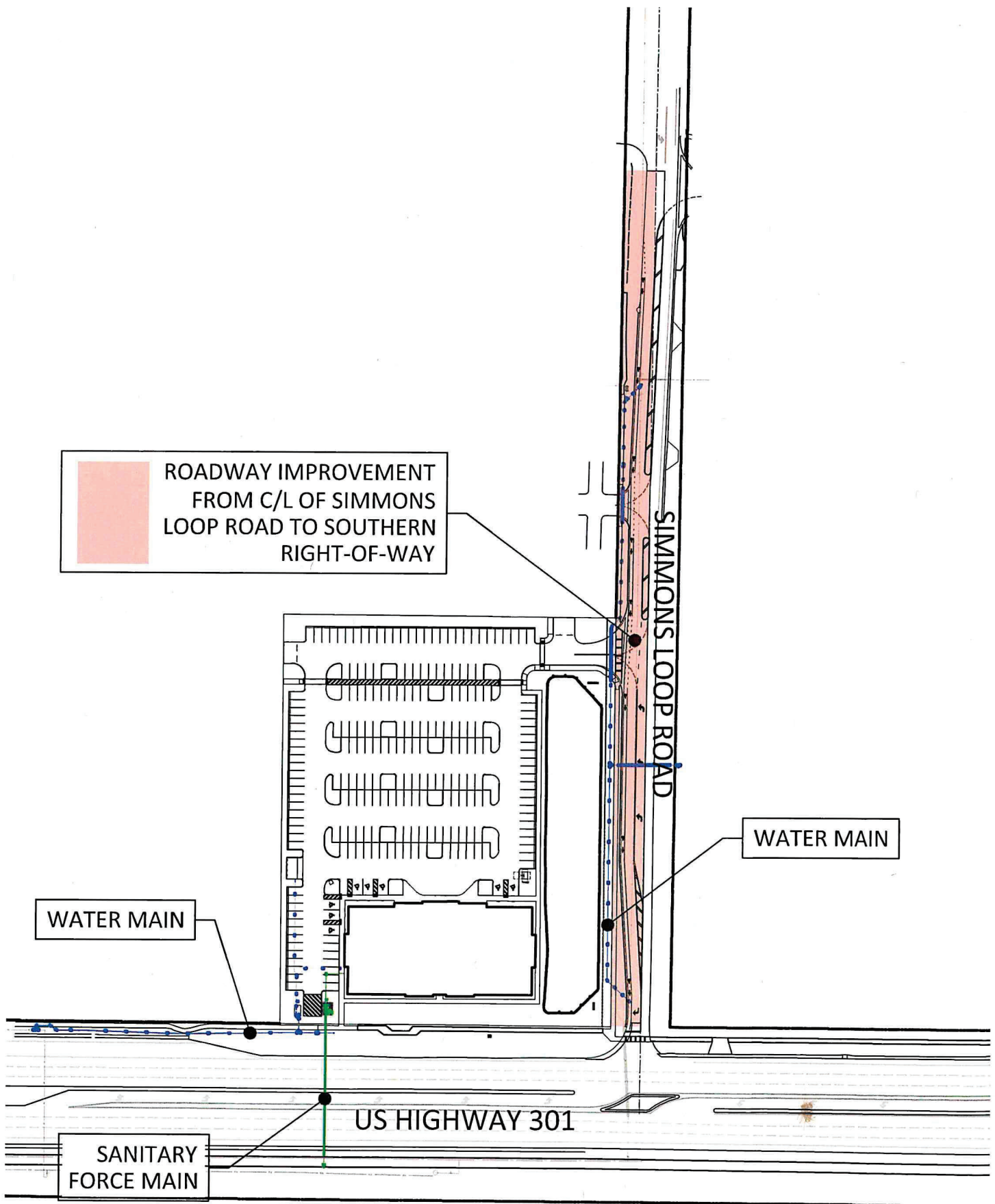
SUBJECT: Simmons Loop MOB Off-Site **PI#6697**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 10, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway improvements, drainage, water and wastewater) for Maintenance to serve Simmons Loop MOB Off-Site, located in Section 18, Township 31, 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 \$72,794.23 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On September 10, 2024, Permission to Construct was issued for Simmons Loop MOB Off-Site, after construction plan review was completed on August 21, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is HHRE Simmons Loop, LLC and the engineer is AndersonLane, Inc.



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

This Agreement made and entered into this _____ day of _____, 20____, by and between
HHRE Simmons Loop, 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 Simmons Loop MOB (PI #6697) (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 main extension on 301, force main extension on 301, water man relocation on Simmons Loop and construction of the south bound

turn lane off Simmons Loop onto 301 per the plans approved by Hillsborough County.

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 203214, dated 4/23/2025 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

Ryan Danhour

Printed Name of Witness



Witness Signature

Stuart Kessler

Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:

By 

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

Robert Webster

Printed Name of Signer

Authorized Representative

Title of Signer

5550 W Executive Dr, STE 550, Tampa FL 33609

Address of Signer

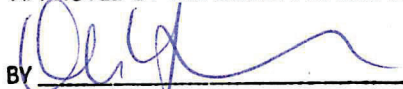
(813) 229-1500

Phone Number of Signer

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

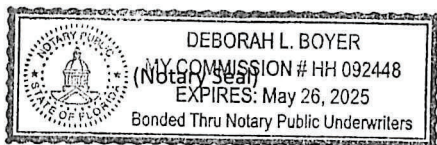
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
23 day of April, 2025, by Robert C. Webster, II as
(day) (month) (year) (name of person acknowledging)
Authorized Representative for HHRE Simmons Loop, 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

NA

Type of Identification Produced



Deborah L. Boyer
(Signature of Notary Public - State of Florida)

Deborah L. Boyer

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

HH092448

(Commission Number)

5/26/25

(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)

040900 / M 3883613

**The Bank of Tampa**POST OFFICE BOX ONE
TAMPA, FLORIDA 33601-0001

Agent for MoneyGram

203214

64-305/611

HHRE SIMMONS LOOP LLC
REMITTER

04/23/2025

PAY TO THE

ORDER OF Hillsborough County

\$ ***72,794.23***

*** Seventy Two Thousand Seven Hundred Ninety Four and 23/100 ***

DOLLARS

Memo: Simmons Loop MOB PI 6697

AUTHORIZED SIGNATURE

MP

DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WELLS FARGO BANK, N.A.
BUFORD, GA

⑈ 203214 ⑈ ⑆06110305610150010781995⑈

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT THE TOP TO THE LIGHTEST TONE AT THE BOTTOM.

**The Bank of Tampa**POST OFFICE BOX ONE
TAMPA, FLORIDA 33601-0001

OFFICIAL CHECK

NOTICE TO PURCHASER
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE
AN OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR
REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

203214

64-305/611

FOR YOUR PROTECTION SAVE THIS COPY

HHRE SIMMONS LOOP LLC

04/23/2025

Hillsborough County

72,794.23

*** Seventy Two Thousand Seven Hundred Ninety Four and 23/100 ***

Memo: Simmons Loop MOB PI 6697

NON NEGOTIABLE

REMITTER COPY

TO THE REMITTERKEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION
ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.

APPROVED BY THE COUNTY ATTORNEY

BY
Approved As To Form And Legal
Sufficiency.

CERTIFICATE OF COST ESTIMATE



CERTIFICATE OF COST ESTIMATE

STATE OF FLORIDA }
 }
HILLSBOROUGH COUNTY }

I, Cole Y. Lane, P.E., a registered PROFESSIONAL Engineer registered in the State of Florida, with Registration No. 57515, hereby certify that I have reviewed the costs to construct the turn lane & water main relocation within Simmons Loop Road and the force main & watermain extensions within US301 for the Simmons Loop MOB project. I have determined that the costs as listed below are accurate engineering estimates which have been prepared for the purpose of determining the amount for a Warranty Bond required by Hillsborough County.

SCHEDULES

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PAVING - SIMMONS LOOP ROAD TURN LANE IMPROVEMENTS				
1½" FC-9.5 ASPHALT	1311	SY	\$ 19.00	\$ 24,909.00
2½" SP-12.5 ASPHALT	1311	SY	\$ 29.00	\$ 38,019.00
10" CRUSHED CONCRETE BASE	1311	SY	\$ 18.00	\$ 23,598.00
12" TYPE B STABILIZATION	1416	SY	\$ 8.00	\$ 11,328.00
1½" MILL AND OVERLAY	1361	SY	\$ 11.25	\$ 15,311.25
TYPE F CURB	777	LF	\$ 30.00	\$ 23,310.00
DROP CURB	130	LF	\$ 45.00	\$ 5,850.00
6" THICK CONCRETE SIDEWALK	3443	SF	\$ 9.00	\$ 30,987.00
ADA CURB RAMPS	5	EA	\$ 700.00	\$ 3,500.00
TRUNCATED DOME ADA MATS	6	EA	\$ 80.00	\$ 480.00
STRIPING & SIGNAGE BUDGET	1	LS	\$ 21,600.00	\$ 21,600.00
SUBTOTAL				\$ 198,892.25
STORM - SIMMONS LOOP ROAD TURN LANE IMPROVEMENTS				
18" RCP	583	LF	\$ 90.00	\$ 52,470.00
TYPE 3 CURB INLET	3	EA	\$ 9,000.00	\$ 27,000.00
TYPE 4 CURB INLET	1	EA	\$ 10,000.00	\$ 10,000.00
CONNECT TO EXISTING INLET	1	EA	\$ 2,500.00	\$ 2,500.00
SUBTOTAL				\$ 91,970.00

CERTIFICATE OF COST ESTIMATE

WATER MAIN – SIMMONS LOOP ROAD RELOCATION

6" DIP WATER LINE	817	LF	\$	70.00	\$	57,190.00
2" WATER LINE	15	LF	\$	25.00	\$	375.00
6" GATE VALVE	10	EA	\$	3,000.00	\$	30,000.00
2" GATE VALVE	2	EA	\$	2,000.00	\$	4,000.00
MISCELLANEOUS FITTINGS	1	LS	\$	5,500.00	\$	5,500.00
16" STEEL CASING	160	LF	\$	235.00	\$	37,600.00
FIRE HYDRANT ASSEMBLY	1	EA	\$	8,600.00	\$	8,600.00
SUBTOTAL						\$ 143,265.00

FORCE MAIN – US 301 CONNECTION

20"x4" TAPPING SLEEVE & VALVE	1	EA	\$	15,000.00	\$	15,000.00
4" FUSIBLE PVC FORCE MAIN	186	LF	\$	80.00	\$	14,880.00
10" STEEL CASING JACK & BORE	159	LF	\$	1,035.00	\$	164,565.00
MISCELLANEOUS FITTINGS	1	LS	\$	1,500.00	\$	1,500.00
4" PLUG VALVES	2	EA	\$	3,000.00	\$	6,000.00
SUBTOTAL						\$ 201,945.00

WATER MAIN – US 301 EXTENSION

8" DIP WATER LINE	368	LF	\$	90.00	\$	33,120.00
2" WATER LINE	6	LF	\$	25.00	\$	150.00
8" GATE VALVE	8	EA	\$	4,000.00	\$	32,000.00
6" GATE VALVE	1	EA	\$	3,000.00	\$	3,000.00
2" GATE VALVE	1	EA	\$	2,000.00	\$	2,000.00
MISCELLANEOUS FITTINGS	1	LS	\$	5,500.00	\$	5,500.00
2" BLOW OFF ASSEMBLY IN METER BOX	1	EA	\$	1,500.00	\$	1,500.00
6" BACKFLOW ASSEMBLY	1	EA	\$	6,000.00	\$	6,000.00
FIRE HYDRANT ASSEMBLY	1	EA	\$	8,600.00	\$	8,600.00
SUBTOTAL						\$ 91,870.00

GRAND TOTAL \$ 727,942.25

WARRANTY AMOUNT x 10%

WARRANTY BOND AMOUNT \$ 72,794.23

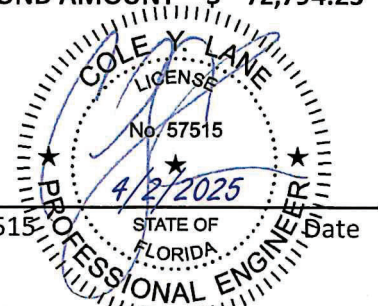
Cole Y. Lane, PE #57515
Vice President
AndersonLane, Inc.
2750 N. McMullen Booth Road, Suite 104
Clearwater, FL 33761

Cole Y Lane Professional Engineer
State of Florida License No. 57515

This item has been digitally signed
& sealed by Cole Y Lane, PE on
April 2, 2025

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

Cole Y, Lane, PE #57515



Cole Y Lane

Digitally signed by
Cole Y Lane
Date: 2025.04.02
09:46:57 -04'00'