

**SUBJECT:** Big Bend Apartments Off-Site **PI# 5681**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** December 12, 2023  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Big Bend Apartments Off-Site located in Section 14, Township 31, and Range 19 (water, wastewater and turnlane) 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 \$53,487.56 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On April 4, 2022, Permission to Construct Prior to Platting was issued for Big Bend Apartments Off-Site, after construction plan review was completed on March 14, 2022. 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 Arlington Big Bend, LLC and the engineer is Water Resource Associates.

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

This Agreement made and entered into this 12th day of October, 2023, by and between Arlington Big Bend, 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 Big Bend Apartments (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:

Off site turn lane and county owned utilities

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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 10/12/2023 with Arlington Big Bend, LLC as Principal, and Federal Insurance Company 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

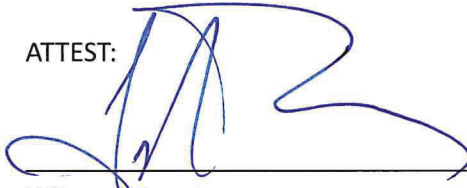


certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

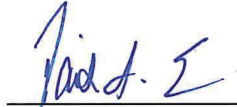
6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions 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

  
\_\_\_\_\_  
Printed Name of Witness

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

  
\_\_\_\_\_  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Owner/Developer:

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

**Mark Stuermann**  
\_\_\_\_\_  
Printed Name of Signer

**EVP**  
\_\_\_\_\_  
Title of Signer


2 North 20 th Street Suite 700; Birmingham, AL 35203  
\_\_\_\_\_  
Address of Signer

**205-397-6839**  
\_\_\_\_\_  
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.



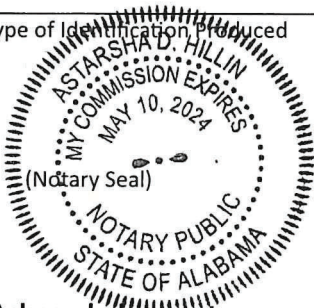
**Representative Acknowledgement**

STATE OF FLORIDA Alabama  
COUNTY OF HILLSBOROUGH Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this  
12 day of October, 2023, by Mark Stuermann as  
(day) (month) (year) (name of person acknowledging)  
Authorized Signatory for Arlington Big Bend, 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

Type of Identification Produced



Astarsha D Hillin  
(Signature of Notary Public - State of Florida)

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

(Commission Number)

May 10, 2024  
(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

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(Commission Number)

(Expiration Date)

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we Arlington Big Bend, LLC called the Principal and Federal Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Fifty Three Thousand Four Hundred Eighty Seven and 56/100 Dollars (\$53,487.56) 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 established site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

**WHEREAS**, these site development regulations affect the site 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 improvement facilities (Off-Site **Turn Lane and county owned utilities**; for maintenance constructed in conjunction with the site known as Big Bend Apartments); and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site **Turn Lane and county owned utilities**) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations.

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement for Warranty of Required Off-Site Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements.

**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:**

If the Principal shall warrant for a period of two years following the date of acceptance of the off-site improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as **Big Bend Apartments** against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;

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;

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 10/11/2025.**

**SIGNED, SEALED AND DATED** this 12th day of October, 2023.

**Arlington Big Bend, LLC**

**PRINCIPAL (SEAL)**

**ATTEST:**

*Jennifer Ren Renshaw*

**Federal Insurance Company**

**SURETY (SEAL)**

**ATTEST:**

*Alisa B. Ferris*

Alisa B. Ferris, Senior Vice President

*Richard H. Mitchell*

Richard H. Mitchell, ATTORNEY-IN-FACT

**APPROVED BY THE COUNTY ATTORNEY**

BY *[Signature]*

**Approved As To Form And Legal  
Sufficiency.**

*as amended*



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 25<sup>th</sup> day of April, 2023.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 25<sup>th</sup> day of April 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 12, 2023**



*Dawn M. Chloros*

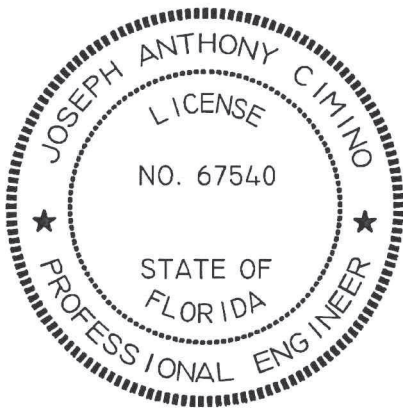
Dawn M. Chloros, Assistant Secretary

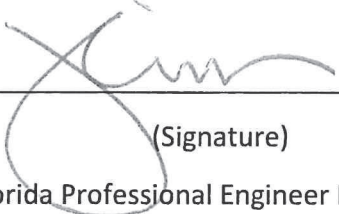
IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**ENGINEER OF RECORD CERTIFICATION  
OF CONSTRUCTION COMPLETION**

I, Joseph A. Cimino, P.E., 67540, hereby certify that I am associated with the firm of WRA Engineering. I certify that construction of the Improvement Facilities at Big Bend Apartments have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record Plans have recorded/included any design deviations due to field conflicts.

Signed and sealed this 18th day of October 2023.



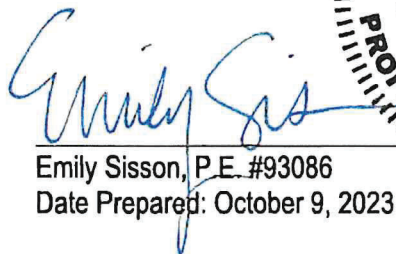
  
\_\_\_\_\_  
(Signature)  
Florida Professional Engineer No. 67540

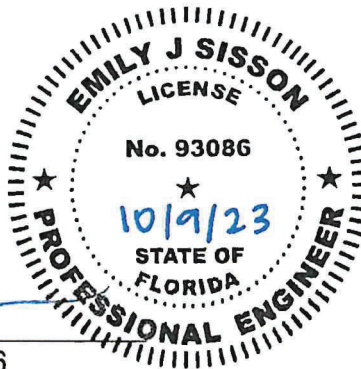
Affix Seal

No County agreement, approval or acceptance is implied by this Certification.

**SUMMARY FOR WARRANTY BOND COST ESTIMATE**  
**Big Bend Apartments**

Schedule IA - Road Construction	\$157,434.45
Schedule IB - Storm Drainage	\$106,478.00
Sub-Total	\$263,912.45
Schedule IIA - Water Distribution	\$74,057.78
Schedule IIB - Sanitary Sewer	\$18,613.50
Sub-Total	\$92,671.28
Total Amount	\$356,583.73
Warranty Bond Amount (0.15 x Grand Total)	\$53,487.56

  
Emily Sisson, P.E. #93086  
Date Prepared: October 9, 2023





**Engineers Cost Breakdown  
Big Bend Apartments  
Schedule IA - Road Construction**

ITEM	DESCRIPTION OF WORK	UNIT	UNIT PRICE	QUANTITY	VALUE
1	16" FDOT CRUSHED CONCRETE	SY	\$44.04	905	\$39,856.20
2	3" TYPE SP 12.5 ASPHALT BASE LIFT	SY	\$34.10	905	\$30,860.50
3	1" TYPE FC 9.5 ASPHALT FINAL LIFT	SY	\$15.50	905	\$14,027.50
4	5' PAVED SHOULDER	SY	\$49.60	295	\$14,632.00
5	5' SODDED SHOULDER	SY	\$55.00	316	\$17,380.00
6	SIDEWALK	SF	\$5.25	7,220	\$37,905.00
7	TRUNCATED DOME MATS	EA	\$40.00	2	\$80.00
8	6" WHITE THERMOPLASTIC	LF	\$4.05	500	\$2,025.00
9	WHITE TURN ARROWS THERMO	EA	\$222.75	3	\$668.25
<b>SUB-TOTAL Schedule IA - Road Construction</b>					<b>\$157,434.45</b>

**Engineers Cost Breakdown  
Big Bend Apartments  
Schedule IB - Storm Drainage**

ITEM	DESCRIPTION OF WORK	UNIT	UNIT PRICE	QUANTITY	VALUE
1	TYPE H INLET	EA	\$11,500.00	4	\$46,000.00
2	48" RCP CL III	LF	\$116.00	243	\$28,188.00
3	STORM MANHOLE	EA	\$2,650.00	2	\$5,300.00
4	TYPE D INLET	EA	\$6,100.00	2	\$12,200.00
5	36" RCP CL III	LF	\$87.00	170	\$14,790.00
<b>SUB-TOTAL Schedule IB - Storm Drainage</b>					<b>\$106,478.00</b>

**Engineers Cost Breakdown  
Big Bend Apartments  
Schedule IIA - Water Distribution**

ITEM	DESCRIPTION OF WORK	UNIT	UNIT PRICE	QUANTITY	VALUE
1	8" DIP WATER MAIN	LF	\$43.93	172	\$7,555.96
2	4" DIP WATER MAIN	LF	\$21.96	8	\$175.68
3	8" X 8" TEE	EA	\$616.00	1	\$616.00
4	8" GATE VALVE	EA	\$1,684.30	3	\$5,052.90
5	8" 90 DEGREE BEND	EA	\$642.67	2	\$1,285.34
6	8" X 4" TEE	EA	\$462.00	1	\$462.00
7	4" GATE VALVE	EA	\$842.15	1	\$842.15
8	2" RECLAIM WATER LINE	LF	\$10.98	46	\$505.08
9	2" 90 DEGREE BEND	EA	\$160.67	1	\$160.67
10	12" X 2" TEE	EA	\$462.00	1	\$462.00
11	20" STEEL CASING	LF	\$535.00	88	\$47,080.00
14	3" MASTER METER	EA	\$9,860.00	1	\$9,860.00
<b>SUB-TOTAL Schedule IIA - Water Distribution</b>					<b>\$74,057.78</b>



**Engineers Cost Breakdown  
Big Bend Apartments  
Schedule IIB - Sanitary Sewer**

ITEM	DESCRIPTION OF WORK	UNIT	UNIT PRICE	QUANTITY	VALUE
1	6" X 4" TEE	EA	\$385.00	1	\$385.00
2	6" PLUG VALVES	EA	\$1,800.00	2	\$3,600.00
3	4" PLUG VALVE	EA	\$1,200.00	1	\$1,200.00
4	6" 45 DEGREE BENDS	EA	\$482.00	4	\$1,928.00
5	6" PVC FM	LF	\$25.50	451	\$11,500.50
<b>SUB-TOTAL Schedule IIB - Sanitary Sewer</b>					<b>\$18,613.50</b>