

SUBJECT: Brandon Medical Center Off-Site **PI#6589**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 9, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water, wastewater & sidewalks) for Maintenance to serve Brandon Medical Center Off-Site, located in Section 27, 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 Bond in the amount of \$11,398.53 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On June 10, 2024, Permission to Construct was issued for Brandon Medical Center Off-Site, after construction plan review was completed on September 5, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Brandon MOB, LLC and the engineer is Kimley Horn.



GRAPHIC SCALE IN FEET
0 50 100 200



VICINITY MAP

BRANDON MEDICAL CENTER (PID 6589)

HILLSBOROUGH COUNTY, FLORIDA

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 MOB, 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 Brandon Medical Center PID #6589 (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 Line, Sanitary Sewer Gravity Line, Sidewalk and Driveway Connections within the County ROW.

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 07/02/25 with ~~Galencare, Inc.~~ Brandon MOB, LLC as Principal, and ~~Travelers Casualty and Surety Company of America~~ _____ 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:

Lori Norman
Witness Signature

LORI NORMAN
Printed Name of Witness

SA
Witness Signature

SHAWNA OSIER
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:
Brandon MOB, LLC

By Thomas W. Hulme
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Thomas W. Hulme
Printed Name of Signer

Vice President
Vice President

Meridian
Title of Signer
3000 Meridian Blvd, Ste 200, Franklin, TN 37067
Address of Signer

949-407-0700
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF ~~FLORIDA~~ TENNESSEE
COUNTY OF ~~HILLSBOROUGH~~ WILLIAMSON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
8th day of July, 2025, by THOMAS W. HULME as
(day) (month) (year) (name of person acknowledging)
VICE PRESIDENT for BRANDON MOB, 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

(Notary Seal)
Type of Identification Produced



Sonya C. Starnes
(Signature of Notary Public - State of ~~Florida~~ Tennessee)

SONYA C. STARNES
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number)

06/20/2027
(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

(Notary Seal)
Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE
AND EFFECT UNTIL October 9, 2027.

SIGNED, SEALED AND DATED this 2nd day of July, 2025.

ATTEST:



By Thomas W. Hulme
Principal Seal
Brandon MOB, LLC
Thomas W. Hulme - Vice President

Travelers Casualty and Surety Company of America
Surety Seal


ATTEST:



David Weaver, Surety Witness

By Mona D. Weaver
Attorney-In-Fact Seal
Mona D. Weaver

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MONA D WEAVER** of **GREENWOOD VILLAGE**, Colorado, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.


Dated this 2nd day of July, 2025.

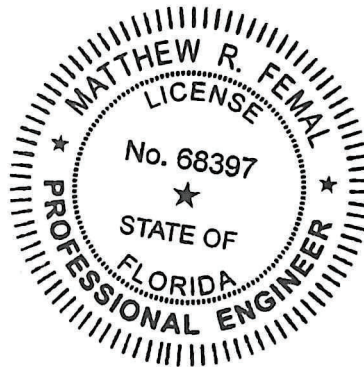



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

| Engineer's Opinion of Probable Cost | | | | |
|---|------|-----------------|----------|---------------------|
| Project: Brandon Medical Center | | | | |
| PID# 6589 | | Date: 5/23/2025 | | |
| Description: Engineers Opinion of Probable Cost is based on the improvements lying within Hillsborough County Right of Way. | | | | |
| Materials | Unit | Unit Cost | Quantity | Total Cost |
| Sanitary Sewer | | | | |
| 6" Lateral Service | LF | \$72.57 | 58 | \$4,209.24 |
| 8" PVC | LF | \$136.38 | 29 | \$3,954.92 |
| Connection to Existing Sanitary | EA | \$9,511.25 | 1 | \$9,511.25 |
| Watermain | | | | |
| 6" Gate Valve | EA | \$4,960.71 | 5 | \$24,803.56 |
| 6" Tee | EA | \$1,126.70 | 1 | \$1,126.70 |
| 6" Bends | EA | \$1,835.16 | 1 | \$1,835.16 |
| 6" D.I.P | LF | \$110.77 | 38 | \$4,209.20 |
| 2" Gate Valve | EA | \$895.00 | 4 | \$3,580.00 |
| Fire Hydrant | EA | \$8,369.00 | 1 | \$8,369.00 |
| Sidewalk and Access Connection | | | | |
| ROW Sidewalk | SY | \$70.17 | 614 | \$43,082.78 |
| ADA Ramps @ ROW | EA | \$1,229.98 | 4 | \$4,919.92 |
| 12" Subgrade | SY | \$7.03 | 86 | \$604.80 |
| 6" Base | SY | \$25.65 | 86 | \$2,205.60 |
| 1.5" SP-9.5-TL-C | SY | \$18.29 | 86 | \$1,573.20 |
| Total | | | | \$113,985.34 |
| Maintenance Bond 10% | | | | \$11,398.53 |
| The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the consultant at this time and represent only the Consultant's judgement as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its cost estimate. | | | | |


Matthew R. Femal
FL P.E. 68397
Project Manager





**Hillsborough
County Florida**
Development Services

Engineer of Record Certification of Construction Completion

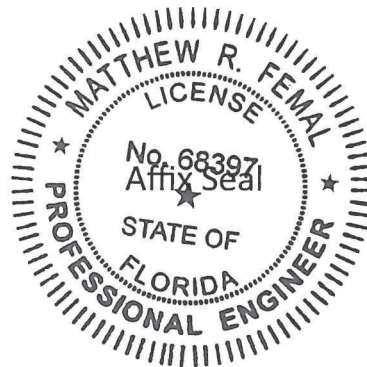
I, Matthew R. Femal, P.E., hereby certify that I am associated with the firm of Kimley-Horn and Associates, Inc.. I certify that construction of the Improvement Facilities, at Brandon Medical Center (PID# 6589) have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 11 day of July, 2025

Matthew R. Femal

(signature)

Florida Professional Engineer No. 68397



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