

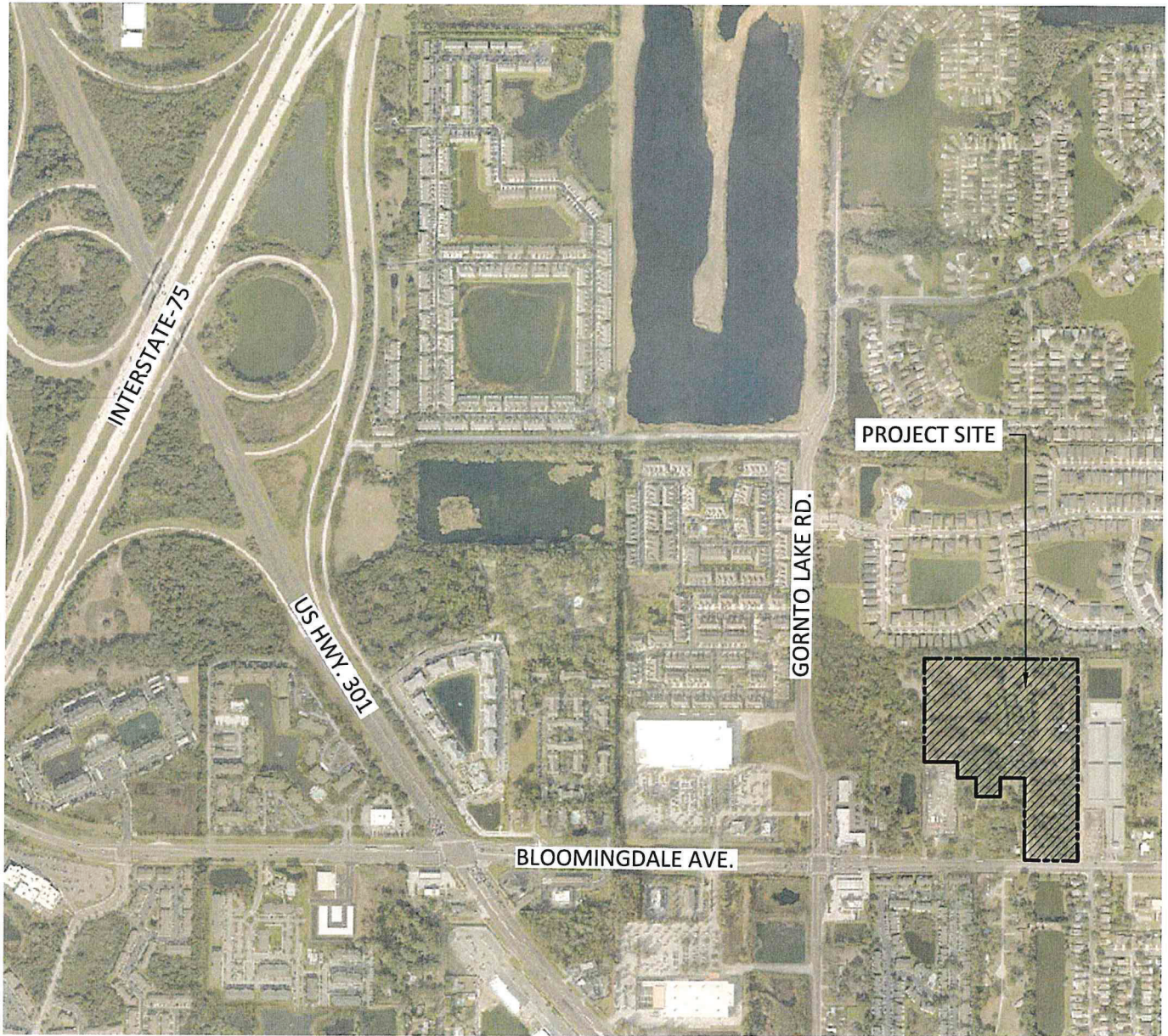
SUBJECT: Integra Palms fka Bloomingdale at Simpson Apartments Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 26, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads, drainage, water and wastewater) 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 Integra Palms fka Bloomingdale at Simpson Apartments Off-Site located in Section 05, Township 30, and Range 20. 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 \$120,996.72 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On September 24, 2020, Permission to construct was issued for Integra Palms fka Bloomingdale at Simpson Apartments Off-Site. 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is Integra Palms, LLC and the engineer is Water Resource Associates.



Engineering ~ Environmental
Water Resource ~ Survey

4260 W. Linebaugh Ave. 7978 Cooper Creek Blvd.
Tampa, Florida 33624 University Park, Florida 34201

www.wraengineering.com
CA 00007652 LB 8274
Phone: 813.265.3130 941.275.9721

VICINITY MAP

**BLOOMINGDALE AT
SIMPSON APARTMENTS
(INTEGRA PALMS)**

JOB NUMBER: 1626
APPROVED BY: CC
DESIGNED BY: PW
DRAWN BY: PW
REVISED DATE: 06/14/22

01

Datum: -

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

This Agreement made and entered into this ____ day of _____, 20_____, by and between _____
Integra Palms 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 _____
Integra Palms _____ (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:

General, Roadway, Storm Drainage, Sanitary & Water Distribution

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 _____, or
 - b. A Warranty Bond, dated 5/17/2022 with Integra Palms LLC as Principal, and Great Midwest 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

Cristy M. McDaniel

 Printed Name of Witness



 Witness Signature

ROBERT P. McDANIEL

 Printed Name of Witness

Owner/Developer:

By 

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

David G. McDaniel

 Printed Name of Signer

Manager

 Title of Signer

1525 International Pkwy #2001

 Address of Signer *Lake Mary, FL 32746*

407-833-3927

 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.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH Seminole

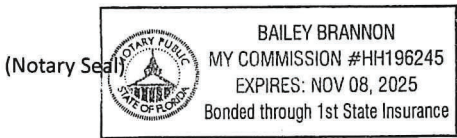
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022, by Dawd & McDaniel as Manager for Integra Palms LLC

Personally Known OR Produced Identification

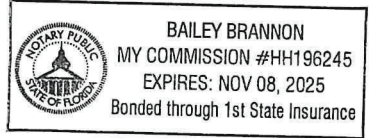
Type of Identification Produced

Bailey Brannon
(Signature of Notary Public - State of Florida)

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



#196245 11/8/25
(Commission Number) (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 _____

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)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Integra Palms LLC, 1525 International Pkwy, Suite 2001, Lake Mary, FL 32746 called the Principal, and Great Midwest Insurance Company, 800 Gessner Rd., Suite 600, Houston, TX 77024 called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One Hundred Twenty Thousand Nine Hundred Ninety Six and 72/100(\$120,996.72-----) Dollars 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 adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

WHEREAS, these site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

WHEREAS, in connection with the development of the project known as Integra Palms, hereafter referred to as the "Project", the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: General, Roadway, Storm Drainage, Sanitary & Water Distribution (hereafter, the "Off-Site Project Improvements"); and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the Off-Site Project Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the the Off-Site Project Improvements for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into a site development agreement, hereafter the "Owner/Developer Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

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:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Off-Site Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. 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;
- C. 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 August 26, 2024.

SIGNED, SEALED AND DATED this 17th day of May, 2022.

ATTEST:



Principal Signature

Integra Palms LLC

(Seal)



Surety Signature Susan L. Reich
Florida Licensed Resident Agent

Great Midwest Insurance Company

(Seal)

ATTEST:

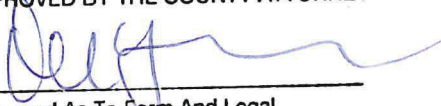


Attorney-in-fact Signature
Susan L. Reich
Inquiries: 407-786-7770

Great Midwest Insurance Company

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Brianna T. Miller, Cheryl A. Foley, Coralise M. Medal, Emily J. Golecki, Gloria A. Richards, Hieneka C. Harrington, Jenna R. Delgado, Lisa A. Roseland, Kim E. Niv, Jeffrey W. Reich, Susan L. Reich, Sarah K. O'Linn, Robert P. O'Linn, Teresa L. Durham

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

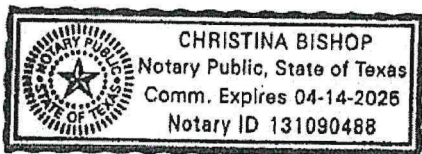


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 17th Day of May, 2022



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Date: 5/17/2022
 To: Hillsborough County
 From: WRA Engineering

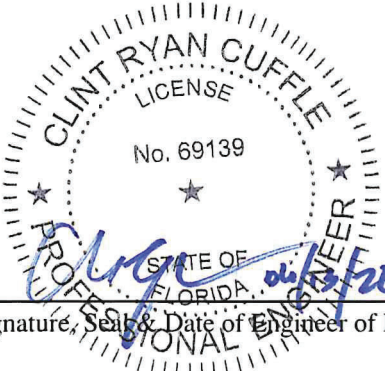
Engineer of Record: Clint Cuffle, P.E.
 Permit No: 5274

INTEGRA PALMS
OFF-SITE UTILITY IMPROVEMENTS COST ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	NOTES
GENERAL						
SANITARY						
1	4" DR-18 PVC F.M.	LF	822	\$17.60	\$14,467.20	
2	Connect to Exist. FM	LS	1	\$4,734.69	\$4,734.69	
3	12" STEEL CASING	LF	57	\$124.02	\$7,069.14	
4	4" MJ BEND	EA	16	\$421.45	\$6,743.20	
5	4" Plug Valve AWWA C517	EA	2	\$1,240.07	\$2,480.14	
6	4" AIR RELEASE VALVE	EA	1	\$4,331.42	\$4,331.42	
WATER DISTRIBUTION						
7	8" DIP W.M.	LF	1222	\$48.45	\$59,205.90	
8	4" PVC DR-18	LF	50	\$18.16	\$908.00	
9	8" GATE VALVE & BOX	EA	9	\$1,961.30	\$17,651.70	
10	4" GATE VALVE & BOX	EA	1	\$1,240.07	\$1,240.07	
11	8" MJ TEE	EA	2	\$415.00	\$830.00	
12	8" MJ BEND	EA	15	\$250.00	\$3,750.00	
13	12"x8" TAPPING SLEEV AND VALVE	LS	1	\$8,996.60	\$8,996.60	
14	20" STEEL CASING	LF	89	\$156.12	\$13,894.68	
15	14" STEEL CASING	LF	33	\$124.02	\$4,092.66	
16	FIRE HYDRANT ASSEMBLY	EA	3	\$6,627.60	\$19,882.80	

SANITARY TOTAL: \$39,825.79
WATER TOTAL: \$130,452.41

OFF-SITE UTILITY IMPROVEMENTS TOTAL: \$170,278.20


 Signature, Seal & Date of Engineer of Record



Date: 5/17/2022
 To: Hillsborough County
 From: WRA Engineering

Engineer of Record: Clint Cuffle, P.E.
 Permit No: 5274

INTEGRA PALMS
OFF-SITE STREETS & DRAINAGE IMPROVEMENTS COST ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	NOTES
GENERAL						
1	LANDSCAPING	LS	1	\$102,962.90	\$102,962.90	
2	IRRIGATION	LS	1	\$28,000.00	\$28,000.00	
3	BOARDWALK	LS	1	\$28,000.00	\$28,000.00	
3	RETAINING WALL	LF	675	\$176.00	\$118,800.00	
ROADWAY						
4	2" TYPE S-1 ASPHALT	SY	4,734	\$15.15	\$71,720.10	
5	6" CRUSHED CONCRETE BASE	SY	5,207	\$17.50	\$91,122.50	
6	12" STAB. TYPE B SUBGRADE (LBR-40)	SY	5,728	\$15.92	\$91,189.76	
7	6" CONCRETE SIDEWALK	SY	3,308	\$28.90	\$95,601.20	
8	CONC. CURB	LF	3,806	\$16.80	\$63,940.80	
9	HANDICAP RAMP	EA	14	\$1,700.00	\$23,800.00	
10	SIGNAGE AND STRIPING	LS	1	\$10,746.00	\$10,746.00	
STORM DRAINAGE						
11	18" RCP	LF	80	\$55.23	\$4,418.40	
12	24" RCP	LF	1,115	\$71.27	\$79,466.05	
13	30" RCP	LF	418	\$92.53	\$38,677.54	
14	36" RCP	LF	56	\$140.00	\$7,840.00	
15	48" RCP	LF	134	\$186.10	\$24,937.40	
16	24"x38" ERCP	LF	56	\$120.72	\$6,760.32	
17	TYPE 2 CURB INLET	EA	18	\$7,732.62	\$139,187.16	
18	DRAINAGE MANHOLE	EA	2	\$4,167.54	\$8,335.08	
19	24"x38" M.E.S.	EA	1	\$4,183.77	\$4,183.77	

GENERAL TOTAL: \$277,762.90
ROADWAY TOTAL: \$448,120.36
STORM TOTAL: \$313,805.72

OFF-SITE STREETS & DRAINAGE IMPROVEMENTS TOTAL: \$1,039,688.98

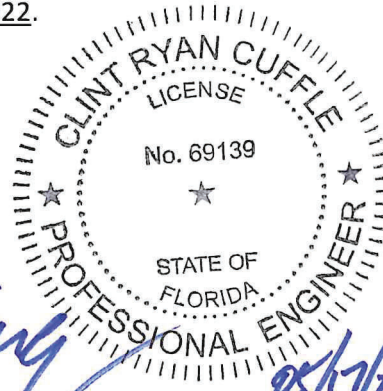
CLINT RYAN CUFFLE
 LICENSE
 No. 69139
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 5/13/22

Signature, Seal & Date of Engineer of Record

**ENGINEER OF RECORD CERTIFICATION
OF CONSTRUCTION COMPLETION**

I, Clint Cuffle, P.E., hereby certify that I am associated with the firm of WRA Engineering. I certify that construction of the Improvement Facilities at Bloomington 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 17th day of May 2022.




(Signature)

Florida Professional Engineer No. 69139

Affix Seal

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