

SUBJECT: Templo La Hermosa Off-Site **PI# 2681**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 18, 2023
CONTACT: Lee Ann Kennedy

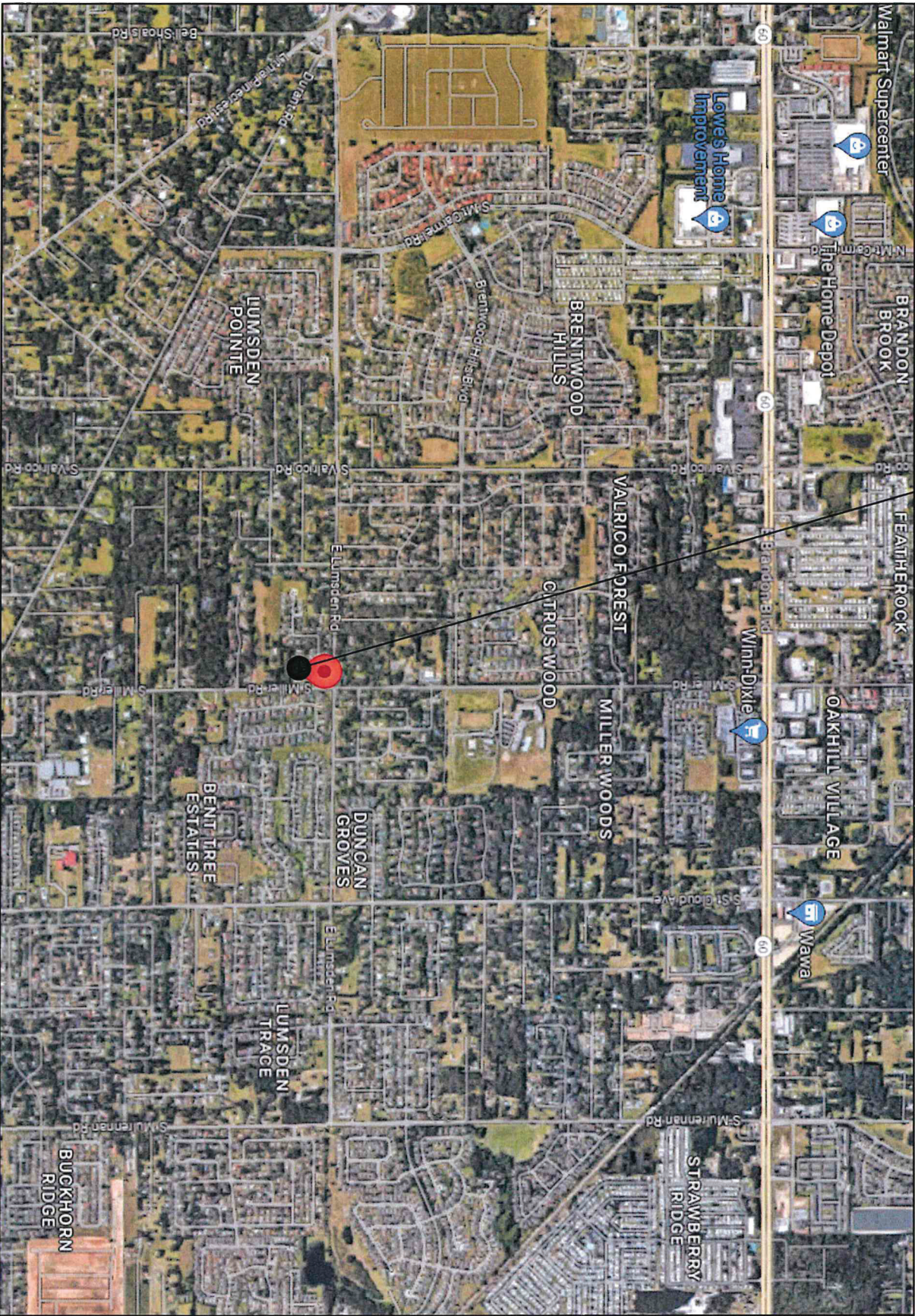
RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Templo La Hermosa Off-Site, located in Section 31, Township 29, and Range 21 (Fireline) 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 \$45,000.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On September 25, 2019, Permission to construct was issued for Templo La Hermosa Off-Site. 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 Templo La Hermosa, Inc, and the engineer is EGI, Inc.

PROJECT LOCATION



5/31/23

LOCATION :
 1016 SOUTH MILLER ROAD,
 VALRICO, Florida 33594
 HILLSBOROUGH COUNTY

PROJECT :
**AS-BUILT PLANS FOR: TEMPLO LA
 HERMOSA BUILDING ADDITION
 FIRE LINE PERMIT SUBMITTAL**

PROJECT :

DRAWING TITLE:

LOCATION
 MAP

EGI-ENGINEERING
 GREAT IDEAS, INC
 1016 SOUTH MILLER ROAD, SUITE 100
 VALRICO, FLORIDA 33594
 PHONE No. (813) 752-7078
 EMAIL: info@greatideas.com

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

This Agreement made and entered into this ___ day of _____, 20____, by and between TEMPLO LA HERMOSA, INC., 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, set forth in the Land Development Code ("LDC") pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, pursuant to the LDC, the off-site improvement facilities required in connection with the site development project known as Templo La Hermosa Addition Fire Protection Project (hereafter referred to as the "Project") are to be installed under guarantees posted with the County; 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 filed or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of off-site roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and/or reclaimed water systems and/or easements and rights-of-way, in accordance with the specifications found in the aforementioned LDC and required by the County, in conjunction with the Project; and

WHEREAS, the Owner/Developer agrees to build and construct the aforementioned off-site improvements under guarantees posted with the County; and

WHEREAS, pursuant to the LDC, the Owner/Developer will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to the Project:

50 (+/-) LF of 6" DIP Fire Water Line installed within the Miller Road right-of-way as well as with 21 (+/-) LF of 16" Diameter steel casing under the paved roadway along with a total of four (4) 6" diameter 90 degree elbows and two (2) 6" diameter 45 degree elbows.

The improvements listed in this paragraph are hereafter referred to as the "County Off-Site Project Improvements"; and

WHEREAS, the County requires the Owner/Developer to warranty the aforementioned County Off-Site Project Improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

WHEREAS, the County requires the Owner/Developer to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

5. Once construction is completed, the Owner/Developer shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the off-site project improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of the Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Review Division of the Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.

6. Should the Owner/Developer seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Owner/Developer shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Owner/Developer shall be liable to pay for the cost of construction and installation of the improvements 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 failure of the Owner/Developer to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective improvements 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.
9. The County agrees, pursuant to the terms contained in the LDC, to accept the County Off-Site Project Improvements for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
10. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Owner/Developer may request that the County accept the County Off-Site Project Improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Owner/Developer shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, to gain acceptance for ownership and/or maintenance by the County of the aforementioned County Off-Site Project Improvements, the Owner/Developer and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Owner/Developer agrees to well and truly build, construct and install the off-site project improvements in connection with the Project within _____(_____) months from and after the date that the Board of County Commissioners accepts the performance bond rendered pursuant to paragraph 4 below, in accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Owner/Developer.
3. The Owner/Developer agrees to warranty the County Off-Site Project Improvements against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Owner/Developer further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Owner/Developer agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____
 - b. A Performance Bond, dated _____ with _____ as Principal, and _____ as Surety, and
A Warranty Bond, dated 5-15-2023 with Temple LA
HERMOSA, Inc. as Principal, and SURETEC INSURANCE
Company as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____ dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letters of credit, performance and warranty bonds or cashier/certified checks are attached hereto and by reference made a part hereof.

County Attorney's Office, the County's Development Review Division of the Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.

11. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

12. This document contains the entire agreement of these 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:

Owner/Developer:

Benja Puello
Witness Signature

By Rev. Julia M. Toro
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Benjamin Puello
Printed Name of Witness

JULIA M. TORO
Printed Name of Signer

Amarilis Puello
Witness Signature

Associate Pastor
Title of Signer

Amarilis Puello
Printed Name of Witness

305 E. Broad St. Tampa, FL 33604
Address of Signer

813-368-6305
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

APPROVED BY THE COUNTY ATTORNEY

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

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
14 day of June, 2023, by Julia Toro as
(day) (month) (year) (name of person acknowledging)
Associate pastor for Templo La Hermosa, Inc.
(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
Florida Drivers License
Type of Identification Produced

Stephanie W.
(Signature of Notary Public - State of Florida)

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

HH331173
(Commission Number)

11/13/26
(Expiration Date)

 **TATYANA WILLIAMS**
Notary Public
State of Florida
Comm# HH331173
Expires 11/13/2026

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
2nd day of March, 2023, by Julia Toro
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification
FL Driver license
Type of Identification Produced


Nina Lopez
(Signature of Notary Public - State of Florida)


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

HH200109
(Commission Number)

11/17/2025
(Expiration Date)

(Notary Seal)

 **BADER ALKHALAILEH**
Notary Public
State of Florida
Comm# HH200109
Expires 11/17/2025

 **Nina Lopez**
Notary Public
State of Florida
Comm# HH103703
Expires 3/11/2025

Representative 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 _____ as
(day) (month) (year) (name of person acknowledging)
_____ for _____
(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(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
2nd day of March, 2023, by Julia Toro
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Nina Lopez
(Signature of Notary Public - State of Florida)

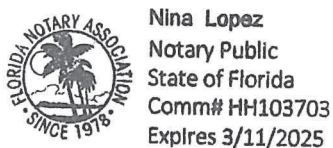
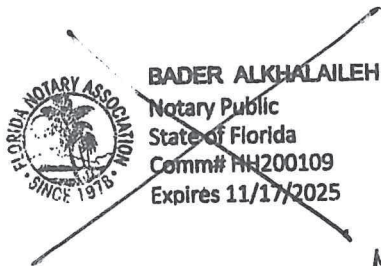
FL Driver license
Type of Identification Produced

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

(Notary Seal)

HH200109
(Commission Number)

11/17/2025
(Expiration Date)



EFFECTIVE AS OF: July 18, 2023

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 18, 2025

SIGNED, SEALED AND DATED this 15th day of May, 2023.

ATTEST:
Templo La Hermosa, Inc.

Rev. Luis A. Toro
Principal Signature Luis A. Toro, President
SureTec Insurance Company

(Seal)

[Signature]
Surety Signature Odalis Cabrera, Attorney-In-Fact

(Seal)

ATTEST:
[Signature]
Attorney-in-fact Signature Odalis Cabrera

(Seal)

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY
Approved As To Form And Legal Sufficiency.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Bond No. 3489771

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Christine M. Reed Harris, Marina Mercedes Ramil, Odalis Cabrera

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million, Five Hundred Thousand Dollars (\$2,500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

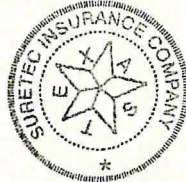
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 29th day of December A.D. 2020 .

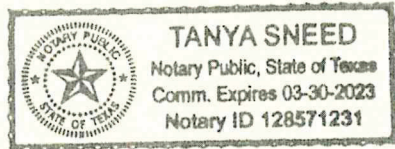
SURETEC INSURANCE COMPANY


By: 
Michael C. Keimig, President



State of Texas ss:
County of Harris

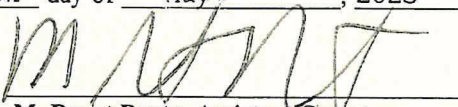
On this 29th day of December, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of May, 2023, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



QGS DEVELOPMENT, INC.
1450 S. Park Road
Plant City, FL 33566
Office 813-634-3326
FAX 813-634-1733

To: Tempo La Hermosa	Contact: C/O Will Smith
Address: 1016 South Miller Road Valrico, FL 33594	Phone:
Project Name: Tempo La Hermosa Fire Line	Fax:
Project Location: 1016 South Miller Road, Valrico, FL	Bid Number: 20200557000
	Bid Date: 1/13/2020

This proposal is based on request based on the drawings from EGI showing the fire line scope of work.

The plans received have the latest revision date of 9-18-19.

Scope of work includes open cut Miller Road to install 6" fire line and connect to stub outs at building.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions					
100	Mobilization/ General Conditions	1.00	LS	\$8,792.07	\$8,792.07
101	Maintenance Of Traffic	1.00	LS	\$2,936.13	\$2,936.13
Total Price for above General Conditions Items:					\$11,728.20

Fire Line					
102	Connect To Existing Water Main Valve	1.00	EACH	\$850.54	\$850.54
103	6" Ductile Iron Pipe	80.00	LF	\$61.38	\$4,910.40
104	6" DR 14 Fire Line	180.00	LF	\$20.13	\$3,623.40
105	4" DR 14 Fire Line	40.00	LF	\$15.94	\$637.60
106	Potable Water Gate Valves 06"	2.00	EACH	\$1,351.32	\$2,702.64
107	Potable Water Fittings 06"	1.00	LS	\$2,226.65	\$2,226.65
108	Potable Water Fittings 04"	1.00	LS	\$541.18	\$541.18
109	Fire Hydrant Assembly	1.00	EACH	\$4,578.66	\$4,578.66
110	Fire Dept. Connection	1.00	EACH	\$2,032.84	\$2,032.84
111	Double Detector Check Valve 06"	1.00	EACH	\$10,167.38	\$10,167.38
112	16" Steel Casing	22.00	LF	\$372.55	\$8,196.10
113	Restoration Of Grass And Gravel Drive After Installation	1.00	LS	\$1,255.40	\$1,255.40
114	Demolition Of Concrete Sidewalk And Apron Replace As Like	1.00	LS	\$3,157.00	\$3,157.00
115	Open Cut Roadway And Asphalt Repair Overlay Of Road 50' On Each Side Of Open Cut.	1.00	LS	\$10,658.01	\$10,658.01
Total Price for above Fire Line Items:					\$55,537.80

Total Bid Price: \$67,266.00

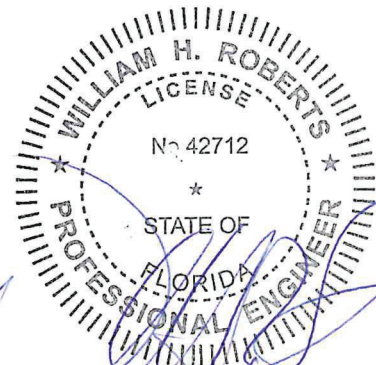
Notes:

- This estimate does not cover any excavation or disposal of any hazardous or toxic waste encountered. Also does not include excavation or disposal of trash or any other unforeseen site conditions.
- This bid does not include any extended warranty past the normal 1 year warranty after the final completion date.
- QGS Development accepts no responsibility for and shall not be held liable or responsible in any manner in regard to sinkholes including, but not limited to, investigation, identification, testing, and/or remediation at any time.
- The above prices DO NOT include all cost for Performance and Payment Bonds.
- No Landscaping is included in this bid.
- No Irrigation is included in this bid.

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Page 1 of 2

- Survey Layout & Asbuilts By Owner
- Geo Testing By Owner
- This bid is based on current market pricing. Due to the volatility of liquid asphalt, aggregates, concrete, fuel, steel and PVC materials these prices cannot be predicted. This bid does not include any adjustments and surcharges for material price increases.
- Unless specifically listed in Pay Items, Bid Does NOT Include Record Drawings.
- The materials are based on current tariff laws that are in affect at time of bid. If tariff increases material cost during construction, a change order will be necessary for said increases.
- All Permits and Fees will be paid for by owner.
- QGS Will not be held responsible for plans issued without a revision list issued by the EOR. Owner is responsible to compensate QGS for all plan changes found with no time limit on change orders until dose of contract.
- This proposal does not include any power pole holds during excavation.
- This proposal does not include any repairs to existing utilities.
- This proposal does not include bollards.
- This bid is only valid for a period of 30 Days.



5/31/2023



**Hillsborough
County Florida**
Development Services

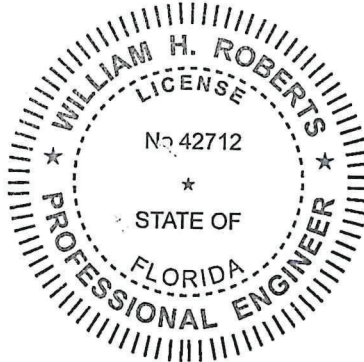
Engineer of Record Certification of Construction Completion

I, William H. Roberts, P.E., hereby certify that I am associated with the firm of EGI-Engineering Great Ideas, Inc.. I certify that construction of the Improvement Facilities, at 1016 S. Miller Road, Valrico, FL 33594 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 31st day of May, 2023

(signature)

Florida Professional Engineer No. 42712



Affix Seal

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