



**Hillsborough
County Florida**

**HILLSBOROUGH COUNTY
BOCC LAND USE MEETING AGENDA
MARCH 10, 2026
REVISED
CHANGES/CORRECTIONS/ADDITIONS**

1. **Agenda Page 06, Item B-06-VYO Temple Off-Site PI#5130**

A revised report has been added to correct the description from a “warranty bond in the amount of \$11,700.00” to a “warranty check in the amount of \$11,700.00.”

TIME CERTAIN

1. None

COMMISSIONERS’ ITEMS

1. **COMMISSIONER MILLER**

Commissioner’s Recommended Board Motion: Direct Staff to take the steps needed to initiate the process for creating a Lithia Community Plan.

OFF-THE-AGENDA ITEM

1. None

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SUBJECT: VYO Temple Off-Site **PI#5130**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 10, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water and wastewater) for Maintenance to serve VYO Temple Off-Site, located in Section 18, Township 28, and Range 18, upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Check in the amount of \$11,700.00 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On March 9, 2022, Permission to Construct was issued for VYO Temple Off-Site, after construction plan review was completed on March 15, 2021. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is VYO-USA, Inc and the engineer is Landmark Engineering & Surveying Corporation.

SUBDIVIDER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this _____ day of _____, 20_____, by and between VYO-USA Inc. _____, hereinafter referred to as the "Subdivider" 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 established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC authorizes the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Subdivider in conjunction with 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 Subdivider has completed certain off-site improvement facilities in conjunction with the subdivision known as VYO Temple (hereafter, the "Subdivision"); and

WHEREAS, pursuant to the LDC, the Subdivider has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Subdivider 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 Subdivider has offered to warrant 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 Subdivider as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Subdivider and the County agree as follows:

1. The terms, conditions and regulations contained in the Hillsborough County Land Development Code, 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 Subdivider agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Subdivider 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 LDC. The off-site improvement facilities, constructed in conjunction with the Subdivision are as follows:

Water Distribution System and Sanitary Sewer System

3. The Subdivider agrees to, and in accordance with the requirements of the LDC, 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 _____,
- b. A Warranty Bond, number _____ dated, _____ with _____ by order of _____, or
- c. Cashier/Certified Check, number 5510471039, dated 01/05/2026 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.

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 Subdivider shall fail or neglect to fulfill its obligations under this Agreement and as required by the LDC, the Subdivider 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 Subdivider's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the LDC, to accept the off-site improvement facilities for maintenance, at such time as:
 - a. The Engineer-of-Record for the Subdivider 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 the 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 the 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.
8. 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.
9. 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:

David W. Bell

Witness Signature

DAVID W. BELL

Printed Name of Witness

Cheryl D. Zimmer

Witness Signature

Cheryl D. Zimmer

Printed Name of Witness

Subdivider:

Paresh Joshi

By

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

Paresh Joshi

Name (typed, printed or stamped)

President

Title

11208 Thonotosassa Road
Thonotosassa, FL 333592

Address of Signer

(813) 318-2626

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

VICTOR D. CRIST

Clerk of the Circuit Court

By: _____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

HILLSBOROUGH COUNTY, FLORIDA

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
15 day of January, 2026, by Paresh Joshi as

(day) (month) (year) (name of person acknowledging)
President for VYO-USA 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

Personally Known

Type of Identification Produced

Janet Medeiros
(Signature of Notary Public - State of Florida)

Janet Medeiros

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

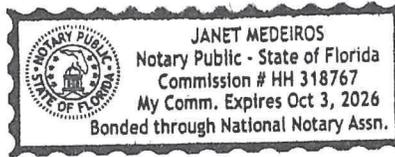
HH318767

(Commission Number)

10/03/2026

(Expiration Date)

(Notary Seal)



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)



CASHIER'S CHECK

01/05/2026

5510471039

BUILD WELL LLC / BOND: VRINDAVAM DHAM CENTER

Purchaser / Purchased For

VOID

ELEVEN THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: HILLSBOROUGH COUNTY BOCC

\$11,700.00 Fee \$0.00

NOT NEGOTIABLE
CUSTOMER COPY

Regions Bank

Branch FL00084
CC084100



CASHIER'S CHECK

01/05/2026

61-1/620

5510471039

BUILD WELL LLC / BOND: VRINDAVAM DHAM CENTER

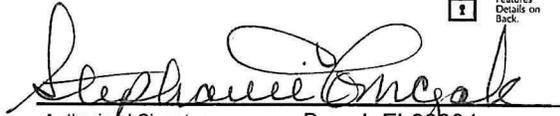
Purchaser / Purchased For

ELEVEN THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: HILLSBOROUGH COUNTY BOCC

\$11,700.00

Regions Bank


Authorized Signature

Branch FL00084
CC084100



Security Features
Details on
Back.

⑈ 55 1047 1039 ⑈ ⑆ 06 20000 19 ⑆ 0000 74 26 5 1 ⑈

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

**VRINDAVAN DHAN CENTER
OFFSITE UTILITIES**

01/14/2026

WARRANTY ESTIMATE

SUMMARY

SCHEDULE A - WATER DISTRIBUTION SYSTEM	\$90,500.00
SCHEDULE B - SANITARY SEWER SYSTEM	\$26,500.00
TOTAL (SCHEDULES A - B)	\$117,000.00
10% WARRANTY BONDING	\$11,700.00



David W. Bell
License No. 57966

**VRINDAVAN DHAN CENTER
OFFSITE UTILITIES**

01/14/2026

WARRANTY ESTIMATE

SCHEDULE A - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	2	LF	6" D.I.P. WATER MAIN	\$50.00	\$100.00
2	890	LF	8" D.I.P. WATER MAIN	\$61.00	\$54,290.00
3	1	LF	6" GATE VALVE W/ BOX & COVER	\$1,500.00	\$1,500.00
4	6	LF	8" GATE VALVE W/ BOX & COVER	\$1,800.00	\$10,800.00
5	2	EA	FIRE HYDRANT & 6" GV ASSY W/MJ TEE	\$5,750.00	\$11,500.00
6	1	EA	BLOWOFF ASSEMBLY	\$1,600.00	\$1,600.00
7	1	LS	FITTINGS	\$10,710.00	\$10,710.00

TOTAL WATER DISTRIBUTION SYSTEM **\$90,500.00**

**VRINDAVAN DHAN CENTER
OFFSITE UTILITIES**

01/14/2026

WARRANTY ESTIMATE

SCHEDULE B - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	977	LF	6" CERTALOK PVC FORCE MAIN	\$9.90	\$9,672.30
2	8	EA	6" PLUG VALVE	\$1,130.76	\$9,046.08
3	1	LS	6" FITTINGS	\$7,240.41	\$4,342.44
4	1	EA	FITTINGS	\$3,439.18	\$3,439.18

TOTAL SANITARY SEWER SYSTEM \$26,500.00

VYO-USA INC
5809 LYNN RD.,
TAMPA, FL 33624

February 18, 2026

Site Intake

Hillsborough County Development Services

601 East Kennedy Boulevard

Tampa, Florida 33602

RE: VYO TEMPLE

PI: 5130

Folio No.: 23782.0000

Jn: 2170027

Dear Ms. Lee Ann Kennedy,

This letter is to authorize the return of the check issued by VYO Temple in the amount of \$11,700.00, originally made payable to Hillsborough County BOCC.

We hereby authorize that the above-referenced check be returned to:

Build Well LLC

Attn: Paresh Joshi

Address: 12826 Big Sur Dr

City, State, Zip: Tampa, FL 33625

If you have any questions or require additional information, please contact me at (813) 318-2626 or pareshjoshi@yahoo.com.

Sincerely,



[Authorized Representative Signature]

Printed Name: Bhatti Patel

Title: REGISTERED AGENT +
TRUSTEE

Company: VYO-USA, INC.

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Commissioner's Request for Agenda Item

Agenda Item N^o. _____

Requested Meeting Date 3/10/26

Consent Section Regular Section

Commissioner Name:	Commissioner Christine Miller
Date Submitted:	3/5/26
Nature of Request: <i>(check one)</i>	<input checked="" type="checkbox"/> Action by the BOCC <input type="checkbox"/> Identification of issue and referral to staff <input type="checkbox"/> Referral to staff for review and scheduling at a subsequent BOCC meeting
Request for Waiver of Rules due to: <i>(check one)</i>	<input type="checkbox"/> Health, Safety , or Welfare Emergency <input type="checkbox"/> Schedule an off-the-agenda item <input type="checkbox"/> Deadline requires action prior to next scheduled BOCC meeting
Commissioner's Recommended Board Motion: Direct Staff to take the steps needed to initiate the process for creating a Lithia Community Plan.	

Staff Requested for Agenda Item: <input type="checkbox"/> County Administrator <input type="checkbox"/> County Attorney's Office <input type="checkbox"/> Constitutional Officer <input type="checkbox"/> Other: _____
Material requested to be provided by staff:

Background:
List Attachments:

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