

**SUBJECT:** La Belle Amour Off-Site **PI# 5194**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** March 7, 2023  
**CONTACT:** Lee Ann Kennedy

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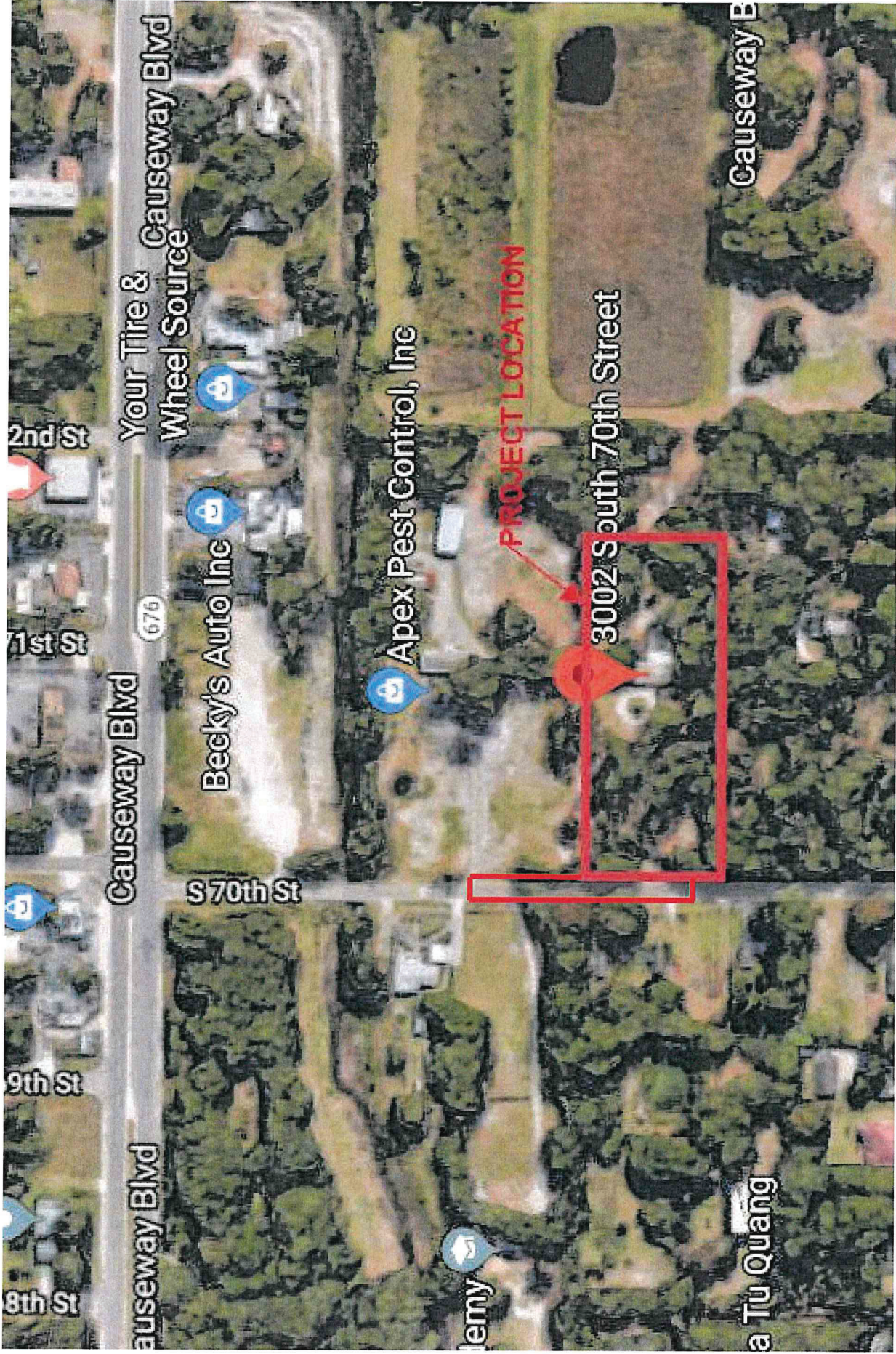
**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve La Belle Amour Off-Site located in Section 35, Township 29, and Range 19 (paving and drainage) 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 \$5,137.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On November 11, 2020, Permission to construct was issued for La Belle Amour 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 Phyllis Windham and the engineer is Dausch Group, Inc.





**La Belle Amour Vicinity Map**



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

This Agreement made and entered into 14 day of FEBRUARY, 2023, by and between this Phyllis Windham, 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 La Belle Amour (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:

**South 70th Street pavement widening and overlay and storm pipe extensions including 1 Type D Inlet.**

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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 2/13/23 with PHYLLIS WINSTON as Principal, and US SPECIALTY CONTRACTING 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

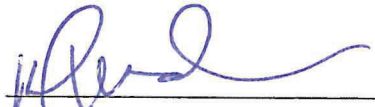


certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.


- 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

Kendell Windham  
 \_\_\_\_\_  
 Printed Name of Witness

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

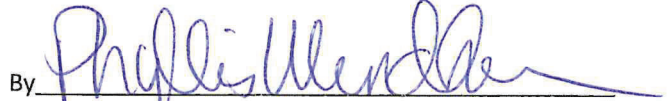
Rony Comkoycz  
 \_\_\_\_\_  
 Printed Name of Witness

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)

Phyllis Windham  
 \_\_\_\_\_  
 Printed Name of Signer

Owner  
 \_\_\_\_\_  
 Title of Signer

4703 Rambling River Road, Brandon FL, 33511  
 \_\_\_\_\_  
 Address of Signer

+1 (813) 785-6602  
 \_\_\_\_\_  
 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  
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  
14 day of February, 2023, by Phyllis Lou Windham  
(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

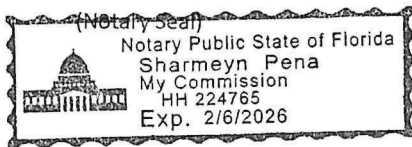
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

drivers licence  
Type of Identification Produced

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

HH 224765  
(Commission Number)

2/6/2026  
(Expiration Date)





## SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Phyllis Windham

\_\_\_\_\_ called the Principal, and \_\_\_\_\_  
U.S. SPECIALTY INSURANCE COMPANY called the Surety, are held and firmly bound unto the  
**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of  
Five thousand, one hundred thirty-seven (\$ 5,137.00 ) 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 La Belle Amour, 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: South 70th Street widening and overlay and storm pipe extensions, (hereafter, the "Off-Site Project Improvements"); and **including 1 Type D Inlet.**

**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.

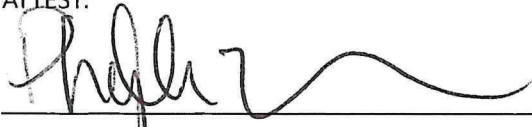
### **NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

- 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 February 1, 2025.

SIGNED, SEALED AND DATED this 11th day of January, 2023.

ATTEST:

  
\_\_\_\_\_  
Principal Signature

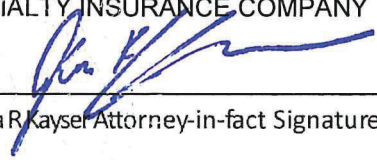
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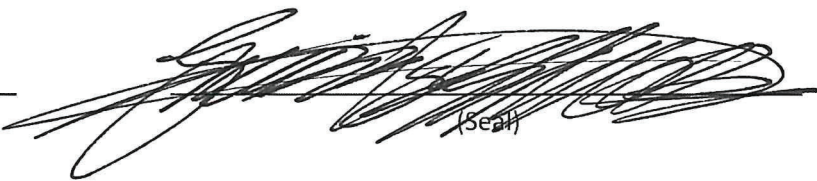
\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
(Seal)

ATTEST:

U.S. SPECIALTY INSURANCE COMPANY

  
\_\_\_\_\_  
Joshua R. Kayser Attorney-in-fact Signature

  
\_\_\_\_\_  
(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY

  
\_\_\_\_\_  
Approved As To Form And Legal Sufficiency.

*as amended*





TOKIO MARINE  
HCC

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY 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,

## JOSHUA R. KAYSER

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 bond number 100712768, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Ten million and 00/100 (\$10,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty 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 on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 by unanimous written consent in lieu of meeting on September 1<sup>st</sup>, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18<sup>th</sup> day of April, 2022.

State of California  
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin  
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18<sup>th</sup> day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of January, 2023.

Bond No. 100712768

Agency No. 13266



Kio Lo  
Kio Lo, Assistant Secretary



TOKIO MARINE  
HCC

Surety Group  
U.S. Specialty Insurance Company  
801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

### SURETY RIDER

February 10th, 2023

Bond Number 100712768  
License Number \_\_\_\_\_

To be attached to and form a part of Hillsborough County Site Development Warranty Bond (Off-Site Improvements)  
*Bond Type*

In favor of BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY  
*Obligee*

On behalf of Phyllis Windham  
*Principal*

Surety hereby gives the consent to amend EXPIRATION DATE to read:

From:  
02/01/2025

To:  
04/07/2025

Effective: 2/10/2023

Signed and sealed this 10th day of February, 2023.



U.S. Specialty Insurance Company  
[Signature]  
JOSHUA R. KAYSER Attorney in fact

Agent:  
BROOKLYN VENTURES LLC  
3514 INTERSTATE 70 DRIVE SE, STE 102  
COLUMBIA, MO 65201

Obligee:  
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY  
601 EAST KENNEDY BLVD. 25TH FLOOR  
TAMPA, FL 33602

APPROVED BY THE COUNTY ATTORNEY

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





TOKIO MARINE  
HCC

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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## JOSHUA R. KAYSER

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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 by unanimous written consent in lieu of meeting on September 1<sup>st</sup>, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18<sup>th</sup> day of April, 2022.

State of California  
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin  
Adam S. Pessin, Senior Vice President

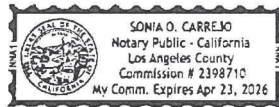
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I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

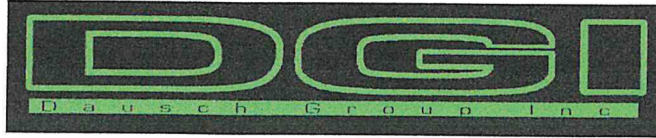
IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of February, 2023.

Bond No. 100712768

Agency No. 13266



[Signature]  
Kio Lo, Assistant Secretary

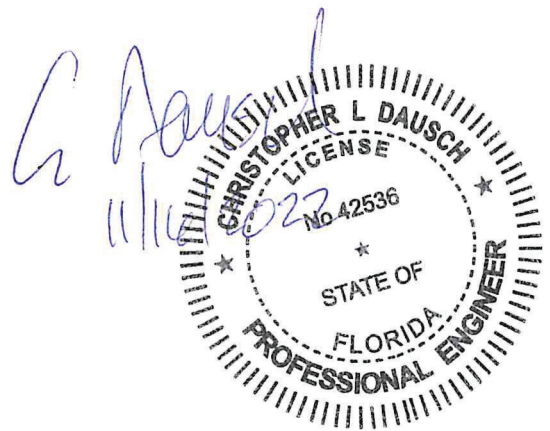


Date: 11/16/2022

**ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
BID QUANTITIES/COST SUMMARY**

**La Belle Amour Pl#5194 (S. 70th Street)**

	Amount
Schedule A - Earthwork	\$0.00
Schedule B - Paving	\$39,301.75
Schedule C - Storm Drainage	\$12,065.00
Schedule D - Sanitary Sewer	\$0.00
Schedule E - Potable Water	\$0.00
Schedule F - Reclaimed Water	\$0.00
<b>Total:</b>	<b>\$51,366.75</b>





### Schedule B - Paving

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Maintenance of Traffic	\$950.00	\$950.00
		<b>Driveway (in R/W)</b>		
1,800	SF	12" Stabilized Subgrade (98% T-180, LBR 40)	\$1.00	\$1,800.00
1,625	SF	6" Crushed Concrete Base (98% T-180, LBR 100)	\$3.00	\$4,875.00
1,625	SF	1.5" Asphaltic Concrete (Type SP)	\$2.50	\$4,062.50
850	SF	5' Wide 6" Concrete Sidewalk	\$5.00	\$4,250.00
		<b>Firetruck Driveway (in R/W)</b>		
350	SF	12" Stabilized Subgrade (98% T-180, LBR 40)	\$1.00	\$350.00
290	SF	6" Crushed Concrete Base (98% T-180, LBR 100)	\$3.00	\$870.00
290	SF	1.5" Asphaltic Concrete (Type SP)	\$2.50	\$725.00
		<b>South 70th Street</b>		
3,247	SF	Mill Existing Asphalt 1.5" Average Depth	\$0.75	\$2,435.25
300	SF	Mill Existing Asphalt 1.5" Average Depth (3' width)	\$1.00	\$300.00
582	LF	Prepare Edge of Pavement (saw-cut and remove)	\$3.00	\$1,746.00
873	SF	4.5" Asphalt with Compacted Subgrade	\$6.00	\$5,238.00
500	SF	1.5" Asphaltic Concrete Widening (Type SP)	\$2.50	\$1,250.00
3,820	SF	1.5" Asphaltic Concrete (Type SP)	\$2.50	\$9,550.00
1,800	SF	Sod	\$0.50	\$900.00
		<b>Total</b>		<b>\$39,301.75</b>

<b>Schedule C - Storm Drainage</b>					
Quantity	Unit	Item		Unit Cost	Item Cost
2	EA	Remove Existing MES		\$350.00	\$700.00
25	LF	24" HDPE		\$40.00	\$1,000.00
8	LF	18" RCP		\$75.00	\$600.00
57	LF	18" CMP		\$45.00	\$2,565.00
1	EA	24" Mitered End Section		\$1,400.00	\$1,400.00
1	EA	18" Mitered End Section		\$1,300.00	\$1,300.00
1	EA	FDOT Type D Inlet		\$4,500.00	\$4,500.00
				<b>Total</b>	<b>\$12,065.00</b>

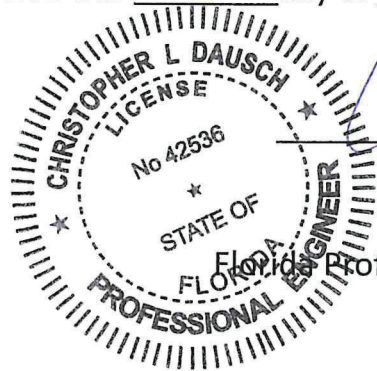




## Engineer of Record Certification of Construction Completion

I, Christopher L. Dausch, P.E., hereby certify that I am associated with the firm of Dausch Group, Inc.. I certify that construction of the Improvement Facilities, at La Belle Amour, PI#5194 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 16th day of November, 2022



*Christopher L. Dausch*

(signature)

Florida Professional Engineer No. 42536

Affix Seal

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