

SUBJECT: Spacebox Storage Apollo Beach Off-Site **PI#6432**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 8, 2025
CONTACT: Lee Ann Kennedy

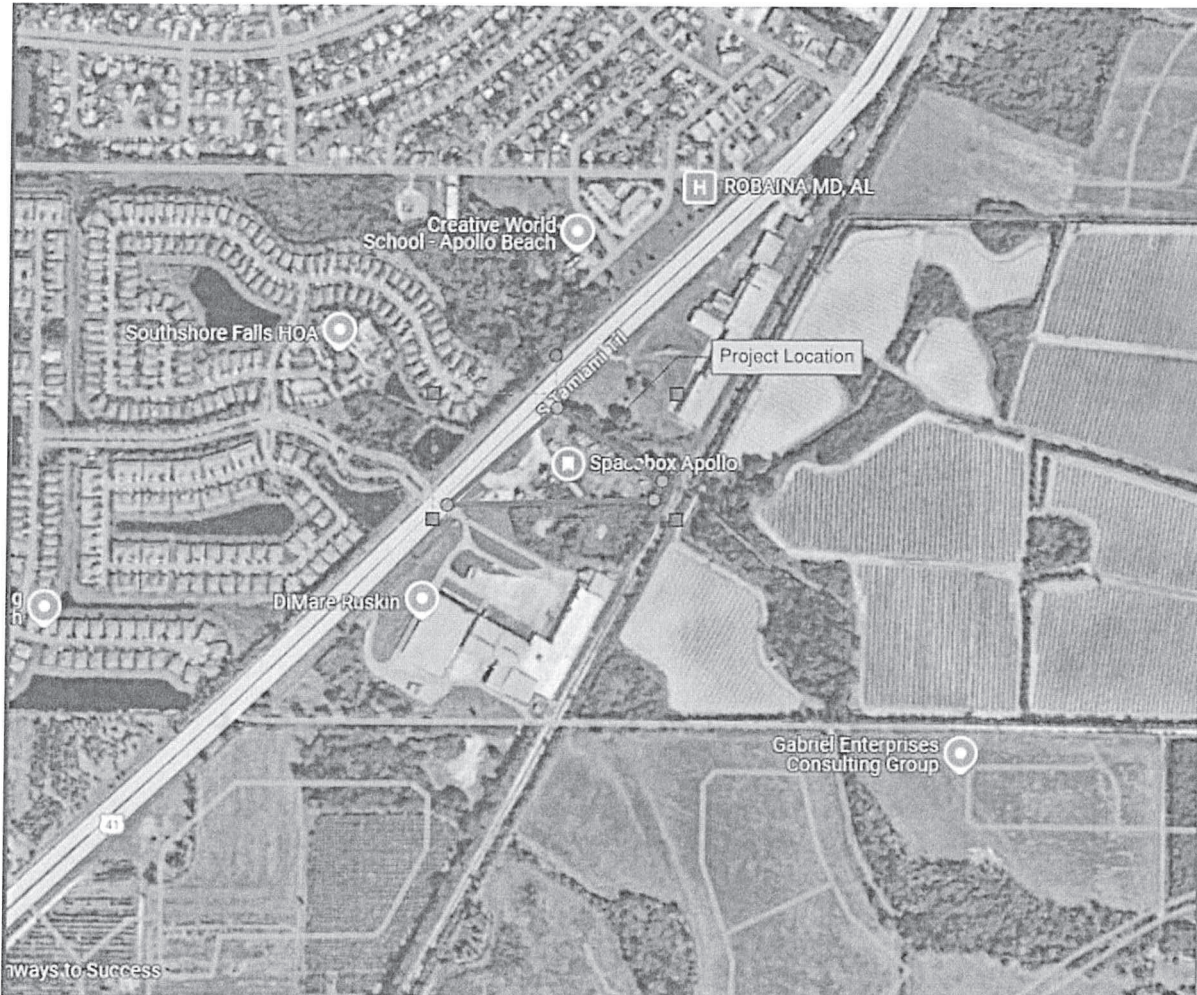
RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water and wastewater) for Maintenance to serve Spacebox Storage Apollo Beach Off-Site, located in Section 27, Township 13, and Range 19, 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 \$2,493.00 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Improvements.

BACKGROUND:

On August 30, 2023, Permission to Construct was issued for Spacebox Storage Apollo Beach Off-Site, after construction plan review was completed on May 16, 2023. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Spacebox Apollo Beach, LLC and the engineer is Bohler Engineering.

Vicinity Map



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

This Agreement made and entered into this _____ day of _____, 2025, by and between Spacebox Apollo Beach, LLC, a Mississippi limited liability company,, 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 Spacebox Storage Apollo Beach (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 main and force main extension

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 _____ with _____ as Principal, and _____ as Surety, and
 - c. Cashier/Certified Check, number 0000349631, dated February 14, 2025 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.

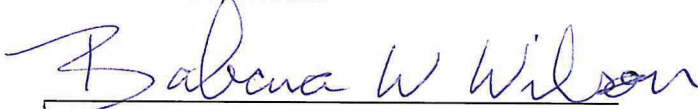
ATTEST:



Witness Signature

Elizabeth L. Strickland

Printed Name of Witness

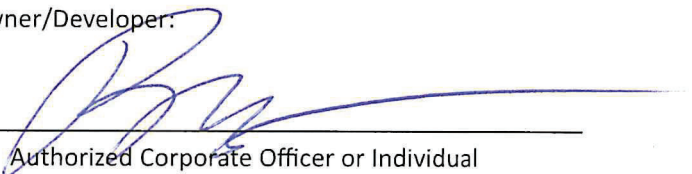


Witness Signature

Barbara W. Wilson

Printed Name of Witness

Owner/Developer:

By 

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

Bennett V. York

Printed Name of Signer

Manager

Title of Signer

112 Sheffield Loop, Suite D, Hattiesburg, MS 39402

Address of Signer

601-264-0403

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 

3 of 4
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA Mississippi
COUNTY OF HILLSBOROUGH Lamar

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
13th day of February, 2025, by Bennett V. York as
(day) (month) (year) (name of person acknowledging)

Manager for Spacebox Apollo Beach, 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

Type of Identification Produced



Barbara W Wilson
(Signature of Notary Public - State of Florida) Mississippi

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

199033 4-27-28
(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 _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)



**Hillsborough
County Florida**
Development Services

Contractor Affidavit

I/We as contractor for the construction of the improvement facilities Water and Sewer Extensions
for Spacebox-Apollo Beach (PI#6432), having been first duly sworn, depose and say: That all the
material used in the construction of the facilities meet the requirements of the Hillsborough County Water
and Wastewater Technical Manual Specifications, the Highway and Bridge Technical Manual, and the Florida
Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

By: 

Signature

Print name and title Kevin S. Oden

President

Company: Oden Hardy Construction, Inc.

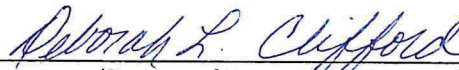
Address: 1400 59th Street W., Bradenton, FL 34209

STATE OF FLORIDA

COUNTY OF ~~HILLSBOROUGH~~ MANATEE

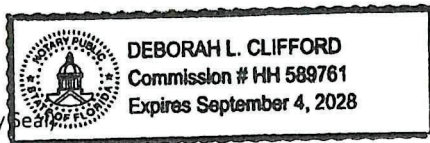
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
13th day of February, 2025, by Kevin S. Oden.
(day) (month) (year) (name of person acknowledging)

☒ 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)

Spacebox Storage Apollo Beach Optix # 6432

Cost Estimate

		FORCEMAIN PIPE					
530	560	4 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	\$	5.94	\$	3,326.40
540	40	2 PVC SDR21 PR200 PIPE (G) GRN GREEN	FT	\$	1.82	\$	72.80
550	1	2X1000' DETECTOTAPE GREEN FM	EA	\$	30.00	\$	30.00
560	1000	10GA COPPERCLAD TRACE WIRE GRN 500' ROLL	FT	\$	0.25	\$	250.00
570	2	UFR1390-S-2-I BELL HARNESS OD 2.375	EA	\$	47.00	\$	94.00
		SUBTOTAL				\$	3,773.20
		FITTINGS					
590		4 MJ TEE C153 P401 IMP	EA	\$	293.86	\$	293.86
600	1	4 STARGRIP PVC 4004 REST IMP L/ACC PVC4004N	EA	\$	32.37	\$	97.11
610	3	4 MJ REGULAR ACC SET L/GLAND	EA	\$	20.13	\$	60.39
620	3		SUBTOTAL			\$	451.36
640	2	4 MJ TEE C153 P401 IMP	EA	\$	239.75	\$	479.50
650	4	4 STARGRIP PVC 4004 REST IMP L/ACC PVC4004N	EA	\$	32.37	\$	129.48
660	4	4 MJ REGULAR ACC SET L/GLAND	EA	\$	20.13	\$	80.52
		SUBTOTAL				\$	689.50
		STEEL CASING					
730	80	12.250 WALL STL CASING	FT	\$	29.38	\$	3,150.40
740	12	4X12" CASING SPACER CCS-480	EA	\$	81.00	\$	972.00
750	2	4X12 END SEAL	EA	\$	74.25	\$	148.50
		SUBTOTAL				\$	4,270.90
		CASING					
1130	140	20.250 WALL STL CASING	FT	\$	91.47	\$	12,805.80
1140	21	8X20 CASING SPACER SS	EA	\$	128.58	\$	2,700.18
1150	2	8X20 CASING SPACER END SEALS	EA	\$	119.15	\$	238.30
		SUBTOTAL				\$	15,744.28
					TOTAL		\$24,929.24



Digitally signed by Ryan Hileman
 DN: E=rhileman@bohlereng.com,
 CN=Ryan Hileman, O="BOHLER
 ENGINEERING FL, LLC", L=Boca Raton,
 S=Florida,
 SERIALNUMBER=MAS20240905693934,
 C=US
 Date: 2025.03.19 13:27:40-04'00'

This item has been digitally signed and sealed by
 Ryan Keith Hileman, PE, on the date adjacent to
 the seal. Printed copies of this document are not
 considered signed and sealed and the signature
 must be verified on any electronic copies.

Spacebox Apollo Beach, LLC

112 Sheffield Loop, Suite D
Hattiesburg, MS 39402
Telephone: 601-264-0403
Facsimile: 601-264-0433

March 12, 2025

Hillsborough County Florida
Development Services Department
Attention: Lee Ann Kennedy
Via email to: KennedyLA@hcfl.gov

Re: Spacebox Storage Apollo Beach Optix # 6432

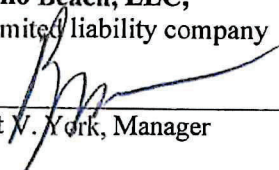
Dear Ms. Kennedy:

On behalf of Spacebox Apollo Beach, LLC, a Mississippi limited liability company (the "LLC"), (i) an Owner/Developer's Agreement for Warranty of Required Off-Site Improvements ("Agreement") executed by the LLC; and (ii) a cashier's check # 0000349631 dated February 14, 2025 in the amount of \$2,493.00 issued by Hancock Whitney Bank payable to Hillsborough County BOCC (the "Check"), reflecting the remitter as Oden Hardy Construction (the "Remitter"), whose address is 1400 59th Street West, Bradenton FL 34209, were previously delivered to you for Hillsborough County. This letter is to further confirm the LLC understands that the funds represented by the Check will be released to the Remitter on the Check at the end of the warranty period provided for in the Agreement.

Sincerely,

Spacebox Apollo Beach, LLC,
a Mississippi limited liability company

By:


Bennett V. York, Manager

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12th day of March, 2025, by Bennett V. York, as Manager, on behalf of Spacebox Apollo Beach, LLC, who is ☒ personally known to me or ☐ has produced a _____ as identification.

NOTARY PUBLIC:

Sign:



Print Name:

Barbara W. Wilson

My Commission Expires:

4-27-28

