

SUBJECT: The Motor Enclave Off-Site PI# 5718
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 The Motor Enclave Off-Site located in Section 29, Township 28, and Range 20 (roadway improvements, drainage, water and wastewater) 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 Check in the amount of \$253,271.76 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On November 23, 2021, Permission to construct was issued for The Motor Enclave 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 Check, which the County Attorney's Office has reviewed and approved. The developer is The Motor Enclave Tampa, LLC and the engineer is Stantec Consulting Services. Inc.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C001	COVER
C002	GENERAL NOTES
C003	EXISTING CONDITIONS (1)
C004	EXISTING CONDITIONS (2)
C005	EXISTING CONDITIONS (3)
C006	DEMOLITION & EROSION CONTROL PLAN (1)
C007	DEMOLITION & EROSION CONTROL PLAN (2)
C008	DEMOLITION & EROSION CONTROL PLAN (3)
C009	TYPICAL SECTION (1)
C010	TYPICAL SECTION (2)
C011	ROADWAY PLAN (1)
C012	ROADWAY PLAN (2)
C013	ROADWAY PLAN (3)
C014	ROADWAY CROSS SECTIONS (1)
C015	ROADWAY CROSS SECTIONS (2)
C016	ROADWAY CROSS SECTIONS (3)
C017	ROADWAY CROSS SECTIONS (4)
C018	ROADWAY CROSS SECTIONS (5)
C019	ROADWAY CROSS SECTIONS (6)
C020	ROADWAY CROSS SECTIONS (7)
C021	SIGNING AND PAVEMENT MARKINGS (1)
C022	SIGNING AND PAVEMENT MARKINGS (2)
C023	SIGNING AND PAVEMENT MARKINGS (3)
C024	EROSION CONTROL DETAILS
C025	DRIVEWAY PLAN DETAILS

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY 2021-22 Standard Plans for Road Construction eBook (SPRs) and applicable Standard Plans Revisions (SPRs) at the following website: <https://www.dot.gov/design-standards/standards/default.shtm>

Hillsborough County Transportation Technical Manual, October 2017, at the following website: <https://www.hillsboroughcounty.org/ibinary/hillsboroughmedia-center/documents/public-works-technical-publications/transportation-technical-manual/>

GOVERNING STANDARD SPECIFICATIONS:

Hillsborough County Public Works Standard Specifications for Construction, October 2017 <https://www.hillsboroughcounty.org/ibinary/hillsboroughmedia-center/documents/public-works-technical-publications/specs/specs-2017-hc-public-works-specs.pdf>

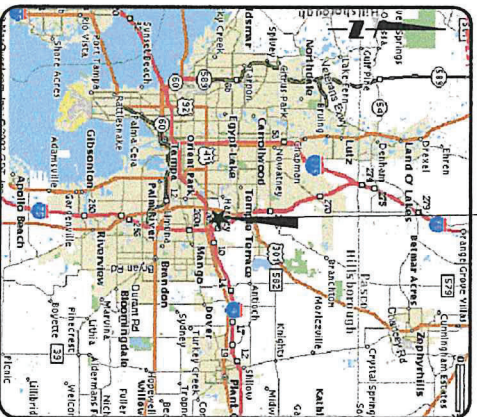
Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2012 <https://www.dot.state.fl.us/contracts/standard-specifications/standard-specifications-programmanagement.htm>

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2012 <https://www.dot.state.fl.us/contracts/standard-specifications/standard-specifications-programmanagement.htm>

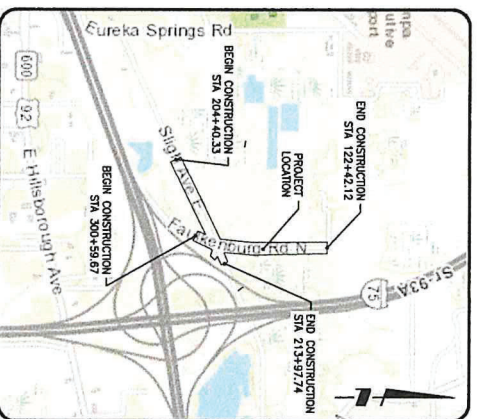
CONSTRUCTION PLANS FOR
The Motor Enclave
Falkenburg Road and
Sligh Avenue Improvements

PART OF SECTION 30, TOWNSHIP 28, RANGE 20,
 HILLSBOROUGH COUNTY, FLORIDA

A DEVELOPMENT BY
The Motor Enclave Tampa, LLC
 1802 NORTH HIMES AVENUE
 TAMPA, FLORIDA 33607
 (248) 259-0059



LOCATION MAP
 N.T.S.



VICINITY MAP
 N.T.S.



Stantec Consulting Services Inc.
 777 S. Harbour Island Blvd, Suite 600
 Tampa, Florida 33602
 www.stantec.com
 FL Lic. # LC-C000070

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

NO.	DATE	DISTRIBUTION	BY
STATUS : REVISIONS			
PROJECT MANAGER	PROJECT DESIGNER	PROJECT SURVEYOR	
CHRISTIAN KLINE P.E.	CHRISTIAN KLINE P.E.	MARK FORREY P.A.M.	

CHECKED BY: **BAHRI BVALIJC** DATE: _____ 2008

Christian D Kline
 Digitally signed by CHRISTIAN DAVID KLINE
 Christian D Kline STATE OF FLORIDA
 Date: 2021.06.09 PROFESSIONAL ENGINEER,
 145659-0400 LICENSE NO. 87433.

PROJECT NUMBER: **215615848**

DATE: **06/2021** INDEX NUMBER: **15848-03C-CV**

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

This Agreement made and entered into this ____ day of _____, 20____, by and between The Motor Enclave Tampa 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 Motor Enclave Tampa (HD Project ID 5718) (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:

Roads, Streets, Water Mains, Services, Stormwater Drainage Systems

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 9572419006, dated 5/9/23 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

Andrew Hagemann

 Printed Name of Witness



 Witness Signature

Jose Borrego

 Printed Name of Witness

Owner/Developer: The Motor Enclave Tampa, LLC

By 

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

Brad Oleshansky

 Printed Name of Signer

CEO

 Title of Signer

6499 N. Falkenburg, Tampa, FL 33610

 Address of Signer

(248) 259-0053

 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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
10 day of May, 2023, by Brad Olesnisky as
(day) (month) (year) (name of person acknowledging)
manager for The Motor Enclave
(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

Courtney Brand
(Signature of Notary Public - State of Florida)

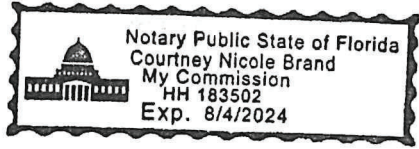
Type of Identification Produced

(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
____ day of _____, _____, by _____
(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)

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



CASHIER'S CHECK

9572419006

25-3

440

Date

05/09/2023

Void after 7 years

Remitter: THE MOTOR ENCLAVE TAMPA LLC

Pay To The HILLSBOROUGH COUNTY
Order Of:

Pay: TWO HUNDRED FIFTY THREE THOUSAND
TWO HUNDRED SEVENTY ONE DOLLARS AND 76 CENTS

** 253,271.76 **

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

Do not write outside this box

Memo: *The Motor Enclave Tampa Warranty Surety*
Note: For information only. Comment has no effect on bank's payment.



⑈9572419006⑈ ⑆044000037⑆ 758661326⑈

APPROVED BY THE COUNTY ATTORNEY

[Signature]

BY
Approved As To Form And Legal
Sufficiency.



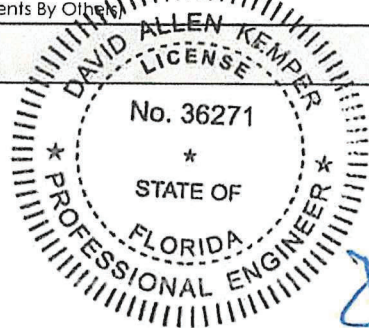
Motor Enclave - Tampa (HC Project ID 5718)
Engineers Estimate of Probable Construction Costs - Off Site Improvements

Date: 4-Mar-22

Prepared For: Motor Enclave of Tampa, LLC

Prepared By: Stantec

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Water Main and Sanitary Forcemain					
10	General Conditions & Mobilization/Demobilization	1.00	LS	\$125,000.00	\$125,000.00
20	Survey/As-builts	1.00	LS	\$15,000.00	\$15,000.00
30	Quality Control (Material Testing)	1.00	LS	\$10,000.00	\$10,000.00
40	Maintenance Of Traffic Inc. Signed And Sealed Plans	1.00	LS	\$50,000.00	\$50,000.00
50	NPDES Compliance	1.00	LS	\$22,500.00	\$22,500.00
60	Silt Fence, FDOT Type III	16,030.00	LF	\$0.65	\$10,419.50
70	Clearing Utility Alignment	1.00	LS	\$20,000.00	\$20,000.00
80	12" DIP (CL 50) - WM	6,780.00	LF	\$80.00	\$542,400.00
90	24" X 12" Jack & Bore Road Crossing - WM (@ Williams Road)	40.00	LF	\$650.00	\$26,000.00
100	24" X 12" Steel Casing - WM	24.00	LF	\$300.00	\$7,200.00
110	12" Gate Valve Assembly	12.00	EACH	\$3,500.00	\$42,000.00
120	Fire Hydrant Assembly	7.00	EACH	\$5,500.00	\$38,500.00
130	12" A.R.V. (Automatic, Below-Grade)	2.00	EACH	\$5,000.00	\$10,000.00
140	12" Bends - WM	15.00	EACH	\$900.00	\$13,500.00
150	12" Vertical Deflection (Via HDD)	3.00	EACH	\$25,000.00	\$75,000.00
160	12" X 12" Cut-In Tee	1.00	EACH	\$10,000.00	\$10,000.00
170	Connect To Ex. 12" WM	1.00	EACH	\$17,500.00	\$17,500.00
180	Connect To Onsite WM	1.00	EACH	\$2,500.00	\$2,500.00
190	CL2 & Pressure Testing	6,780.00	LF	\$1.10	\$7,458.00
200	Re-Grade & Sod Disturbed Area	7,490.00	SY	\$5.00	\$37,450.00
210	Temp. Base Road Repair - 16" CCRB (1' @ E/P - Final Repair/Improvements By Others)	300.00	SY	\$70.00	\$21,000.00
220	4" DR18 - FM	8,680.00	LF	\$30.00	\$260,400.00
230	12" X 4" Jack & Bore Road Crossings - FM (2 Each)	110.00	LF	\$500.00	\$55,000.00
240	12" X 4" Steel Casing - FM	24.00	LF	\$300.00	\$7,200.00
250	4" Plug Valve Assembly	15.00	EACH	\$1,000.00	\$15,000.00
260	4" A.R.V. (Automatic, Below-Grade)	6.00	EACH	\$5,000.00	\$30,000.00
270	4" Bends & Fittings - FM	27.00	EACH	\$750.00	\$20,250.00
280	4" Vertical Deflection (Via HDD)	2.00	EACH	\$9,500.00	\$19,000.00
290	Connect To Ex. 3" WM (@ Wilkins Road)	2.00	EACH	\$10,000.00	\$20,000.00
300	Connect To Onsite FM	1.00	EACH	\$2,000.00	\$2,000.00
310	Pressure Testing	8,680.00	LF	\$0.72	\$6,249.60
320	Groul Ex. 3" FM	350.00	LF	\$22.50	\$7,875.00
330	Re-Grade & Sod Disturbed Area	10,325.00	SY	\$3.50	\$36,137.50
340	Temp. Base Road Repair - 16" CCRB (1' @ E/P - Final Repair/Improvements By Others)	300.00	SY	\$65.00	\$19,500.00
Water Main and Sanitary Forcemain Subtotal					\$1,602,039.60



David Allen Kemper
 3/22/22

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Falkenburg Roadway Improvements					
400	General Conditions & Mobilization/Demobilization	1.00	LS	\$100,000.00	\$100,000.00
410	Survey/As-builts	1.00	LS	\$7,500.00	\$7,500.00
420	Quality Control (Material Testing)	1.00	LS	\$8,500.00	\$8,500.00
430	Maintenance Of Traffic Inc. Signed And Sealed Plans	1.00	LS	\$20,000.00	\$20,000.00
440	NPDES Compliance	1.00	LS	\$8,500.00	\$8,500.00
450	Silt Fence, FDOT Type III	5500.00	LS	\$0.65	\$3,575.00
460	Clearing & Site Prep	1.00	LS	\$85,000.00	\$85,000.00
470	Demo Asphalt & Concrete	4720.00	SY	\$8.90	\$42,008.00
480	Boxing Out Roadway For Widening	1	LS	\$60,000.00	\$60,000.00
490	Fine Grade & Sod R.O.W. - Bahia	6,600.00	SY	\$4.50	\$29,700.00
500	12" Stabilized Subgrade (LBR 40)	6,560.00	SY	\$18.50	\$121,360.00
510	8" Crushed Concrete Road Base	6,560.00	SY	\$18.50	\$121,360.00
520	6" Stabilized Shoulder	220.00	SY	\$18.50	\$4,070.00
530	2.00" Asphalt (SP-TLC) - Two Lifts (Falkenburg)	5,730.00	SY	\$18.50	\$106,005.00
540	1.50" Mill & Overlay (SP-TLC) (Sligh)	2,430.00	SY	\$30.00	\$72,900.00
550	2.50" Asphalt (SP-TLC) - Two Lifts (Sligh)	840.00	SY	\$15.00	\$12,600.00
560	Signage & Striping (PER PLANS)	1.00	LS	\$8,500.00	\$8,500.00
570	14" X 23" ERCP Storm Pipe	430.00	LF	\$175.00	\$75,250.00
580	Type D DBI	1.00	EACH	\$5,500.00	\$5,500.00
590	Type 7 Manhole	2.00	EACH	\$4,500.00	\$9,000.00
600	Type J Junction Box	1.00	EACH	\$8,500.00	\$8,500.00
610	14" X 23" ERCP MES	3.00	EACH	\$1,450.00	\$4,350.00
620	Connect To Ex. RCP	2.00	EACH	\$4,500.00	\$9,000.00
630	Desilt Ex. 18" RCP	40.00	LF	\$125.00	\$5,000.00
640	Storm Drainage Testing	1.00	LS	\$2,500.00	\$2,500.00
Falkenburg Roadway Improvements Subtotal					\$930,678.00
Overall Total - Off Site Improvements					\$2,532,717.60

Note: This estimate based on the approved construction drawings dated November 19, 2021

Approval

STANTEC CONSULTING SERVICES INC

David A. Kemper, P.E. Sr. Principal

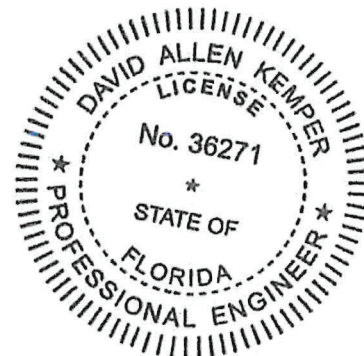
Print name and title

David A. Kemper

Signature

3/4/22

Date of Signed



FL PE No. 36271