

Meeting Date
December 20, 2016



AGENDA	
Section	Consent
Item No.	II. A. 3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FINAL PLAT AND CONTRACT APPROVAL RE: EGRETS LANDING PHASE 1 OPEN SPACE SUBDIVISION DEVELOPER: COURTENAY PARKWAY PROPERTIES DISTRICT 2 FISCAL IMPACT: NONE
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT

Requested Action:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chairman to sign the final plat and contract for the above referenced project.

Summary Explanation & Background:

There are three stages of review of subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on November 13, 2014. The preliminary plat and final engineering plans, which is the second stage of approval was approved by the Board on October 6, 2016. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

The Savannah Ridge Open Space Subdivision meets the design standards for an open space subdivision which permits clustering of development to encourage the efficient use of land that is intended to result in an overall reduction in impervious surface coverage and encourage the creation of open space and preservation. The EU-2 zoning category requires a minimum of 20% open space to be reserved as permanent open space shown on an open space management plan and recorded on the plat. The applicant has provided 24.828 acres of combined conservation, tree preservation, and compensating storage (flood plain) comprising 22.4% of the project area.

This project has a Binding Development Plan limiting the development to 222 residential lots, and by utilizing the Open Space Subdivision code, smaller lots sizes are allowed to achieve this goal. Additionally, the Natural Resources Department favors compensatory storage within this area of North Merritt Island rather than interconnecting secondary "upland" open space.

The proposed subdivision is located on the north side of Hall Road and the east side of Courtenay Parkway. The proposed subdivision if the first phase containing 58 detached single family lots, on approximately 111.03 acres.

Staff has reviewed the final plat and contract for the Egrets Landing Phase 1 subdivision and has determined that it is in compliance with the applicable ordinances.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 14SD-00962

Clerk to the Board instruction: Please have the contract signed and return the original and a certified copy to Planning and Development.

Exhibits Attached: location maps, contract

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager

Stockton Whitten

Department Director / Extension
 Robin M. DiFabio, AICP
 Planning & Development Department Ext. 5-2069



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 21, 2016

MEMORANDUM

TO: Robin DiFabio, Planning and Development Director

RE: Item II.A.3., Final Plat and Contract Approval for Egrets Landing Phase 1 Open Space Subdivision – Courtenay Parkway Properties

The Board of County Commissioners, in regular session on December 20, 2016, granted final plat approval for Egrets Landing Phase 1 Open Space Subdivision – Courtenay Parkway Properties, subject to minor engineering changes, as applicable, and developer responsible for obtaining all other necessary jurisdictional permits; and executed Subdivision Infrastructure Contract with Egrets Landing MI, LLC. Enclosed is fully-executed and certified Contract.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 20 day of December 2016, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Egrets Landing MI, LLC, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number SD14SD-00962. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 31st day of December, 2017.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$ 364,796.25 . If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



[Signature]
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

[Signature]
CURT SMITH, Chairman

As approved by the Board on: Dec. 20, 2016

WITNESSES:

PRINCIPAL:

[Signature]

[Signature]
Authorized Member, as President

[Signature]

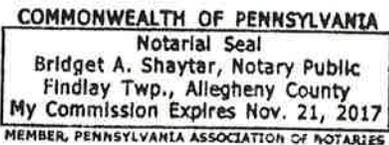
11-23-2016
DATE

State of PA
County of ALLEGHENY

The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER 2016, by RONALD W. WOLF who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My commission expires:
S E A L
Commission Number:

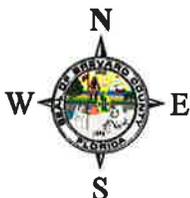
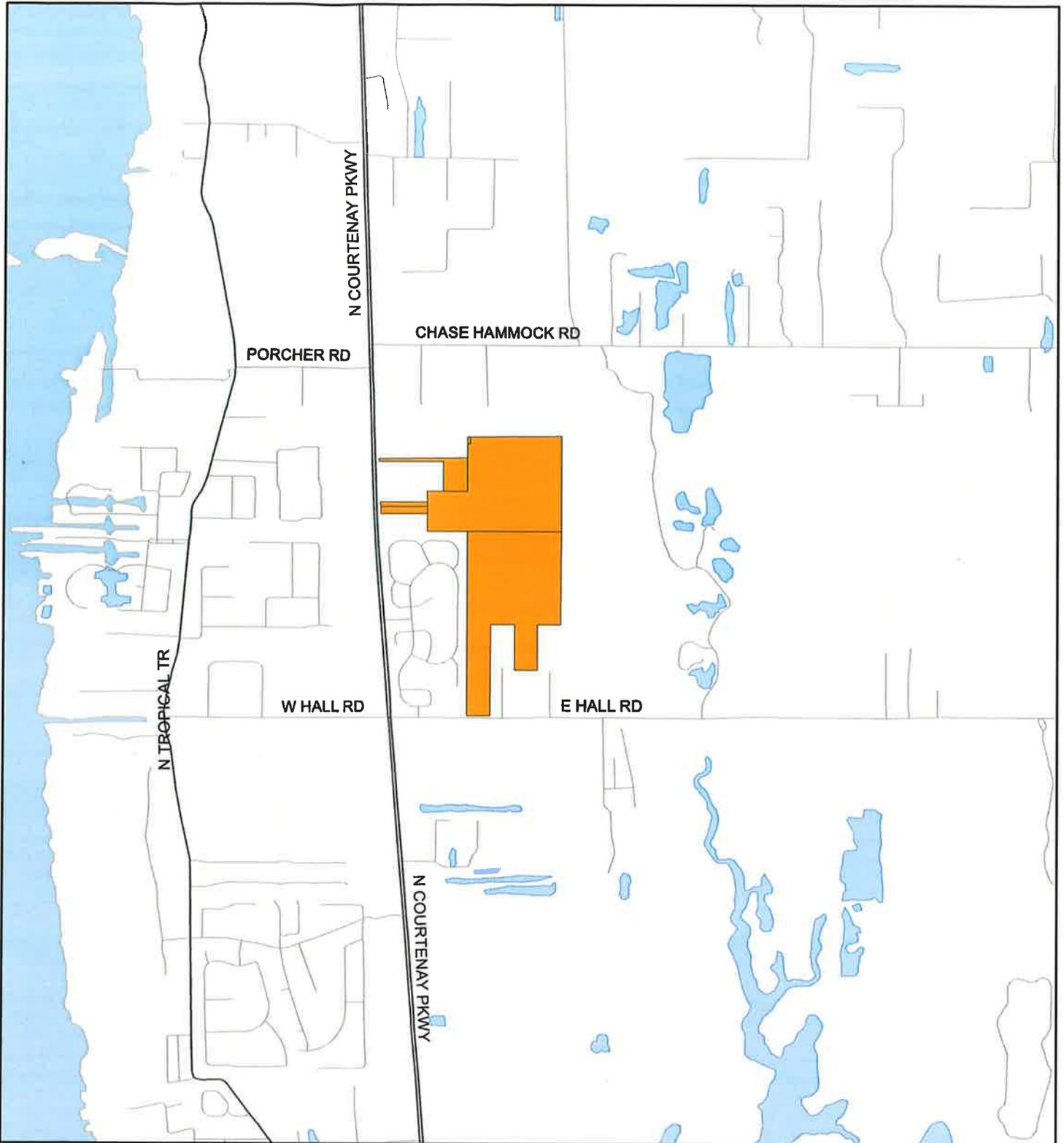
[Signature]
Notary Public
BRIDGET A. SHAYTAR
Notary Name printed, typed or stamped



LOCATION MAP

EGRETS LANDING

14SD-00962



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 9/21/2015