

Meeting Date
November 17, 2015



AGENDA	
Section	Consent
Item No.	II.A.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FINAL PLAT AND CONTRACT APPROVAL RE: ADDISON PRESERVE SUBDIVISION DEVELOPER: TGO CAMPSITE LLC FISCAL IMPACT: NONE DISTRICT 1
DEPT/OFFICE:	PLANNING AND DEVELOPMENT DEPARTMENT/LAND DEVELOPMENT

Requested Action:

In accordance with Section 62-2841(i) and 62-2844(a), 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 May 1, 2014 and the applicant received a waiver of the 15' perimeter buffer requirement from the board on July 22, 2014. The preliminary plat and final engineering plans, which is the second stage of approval was approved by the Board on January 27, 2015. 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 proposed Addison Preserve subdivision is located within The Great Outdoors (TGO) Premier RV Park west of Interstate 95 approximately 1.5 miles south of State Highway 50, and is a Development of Regional Impact (DRI). The Great Outdoors is an RV destination resort which is defined as a large scale, low density RV park oriented to the long term permanent or part time/seasonal resident. As such, the destination resort offers facilities that exceed that of a standard RV park including more open space and recreational facilities as well as supporting commercial facilities. TGO's overall development plan includes approval of up to 1,000 cabins and 1,000 recreational vehicle sites, as well as commercial uses, an 18 hole golf course and amenities.

Staff has reviewed the final plat and contract for the Addison Preserve subdivision has determined that it is in compliance with the applicable ordinances. The proposed Addison Preserve subdivision contains 30 resort home lots on approximately 12.07 acres.

This approval is subject to minor changes, if necessary, and receipt of all documents required for recording. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 14SD-00334 and 14WV-00589

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

Exhibits Attached: location maps, contract

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

County Manager		Department Director / Extension
Stockton Whitten		Robin M. Sobrino, AICP, Planning & Development Department



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

November 18, 2015

M E M O R A N D U M

TO: Robin Sobrino, Planning and Development Director

RE: Item II.A.2., Final Plat and Contract Approval for Addison Preserve Subdivision – TGO
Campsite, L.L.C.

The Board of County Commissioners, in regular session on November 17, 2015, granted final plat approval; and authorized the Chairman to sign the final plat and Contract for Addison Preserve Subdivision, subject to minor changes, if necessary, receipt of all documents required for recording, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed are a fully-executed and a certified copy of the Contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encls. (2)

cc: Contracts Administration

Subdivision No. 14SD-00334

Project Name ADDISON PRESERVE

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 17th day of NOV 2015, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and TGO CAMP SITE, L.L.C., 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:
Landscape and irrigation - Conservation signage and fence - Hardscape signage, fencing and electrical - Grate chains, fire hydrant blue reflectors, stabilize ditch bottom #6, and finalize as-built survey
and all other improvements depicted in subdivision number 14SD-00334. 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 nondefective 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 17th day of May, 2016.

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 \$ 115,855.99 . 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]
JIM BARFIELD, CHAIRMAN

As approved by the Board on: 11/17, 2015.

WITNESSES:

[Signature]

[Signature]

PRINCIPAL:

[Signature]
MALCOLM R. KIRSCHENBAUM, as President,
of EKS, Inc - managing member of
TWO Camp Site, LLC.
Nov. 3, 2015
DATE

State of: FLORIDA

County of: BREVARD

The foregoing instrument was acknowledged before me this 3RD day of Nov. 2015, by Malcolm R. Kirschenbaum who is personally known to me or who has produced as identification and who did (did not) take an oath.

My commission expires:

[Signature]
Notary Public

S E A L

Commission Number:

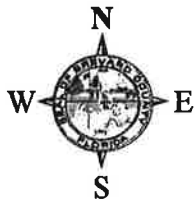
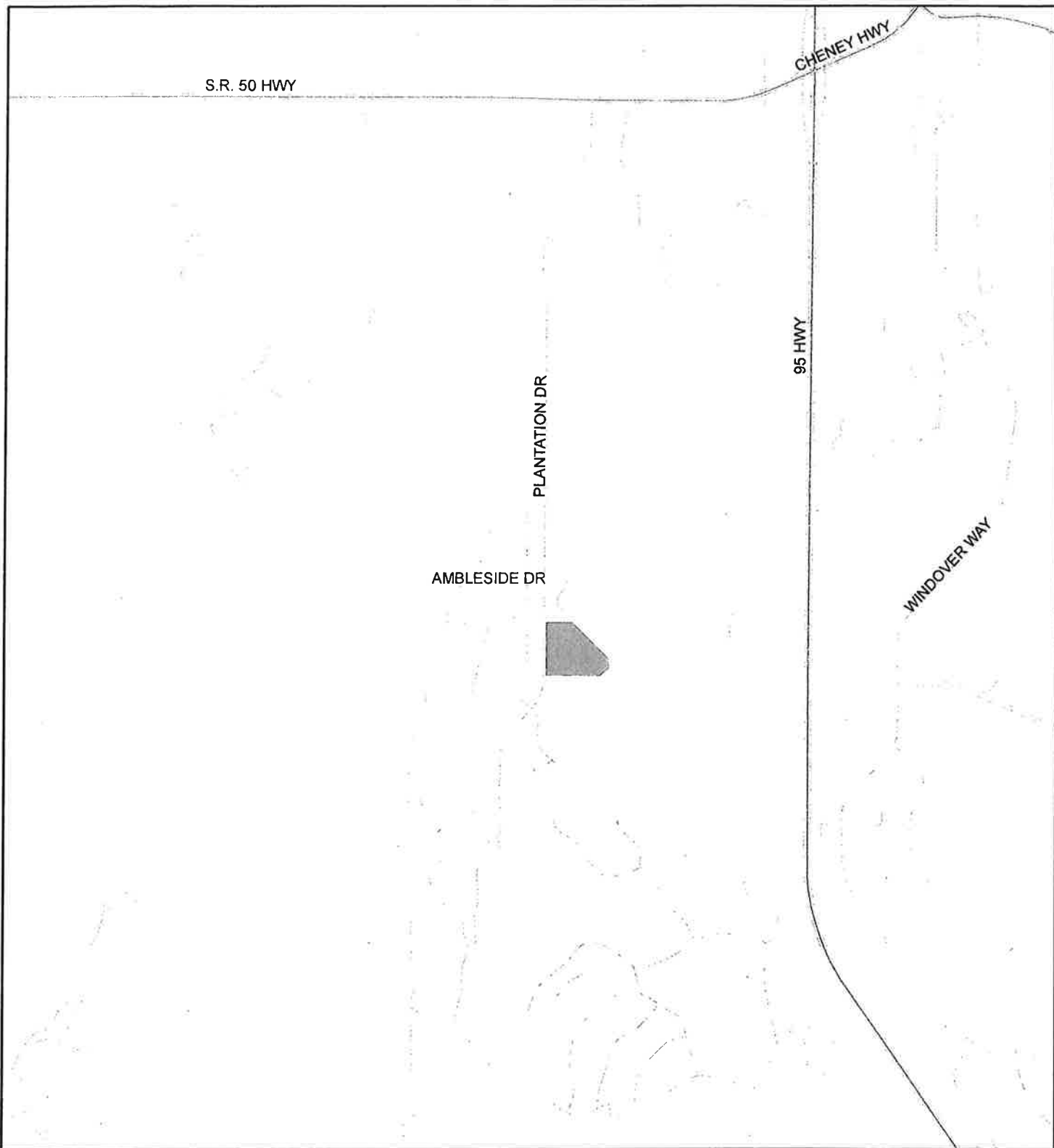


[Signature]
Notary Name printed, typed or stamped

LOCATION MAP

ADDISON PRESERVE

14SD-00334



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: 1/28/2015