



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - County Attorney

I.5.

4/23/2024

Subject:

Approval of Settlement Agreement - Brevard County v. Eric and Amanda Obloy

Fiscal Impact:

The County will receive \$290,000 cash in satisfaction of six code enforcement liens totaling \$350,350 and unliquidated claims for interest, attorney's fees and costs.

Dept/Office:

County Attorney's Office / Planning and Development Department

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to sign the attached settlement agreement.

Summary Explanation and Background:

Between 2015 and 2019, six separate code enforcement liens were imposed because of violations on property owned by Eric and Amanda Obloy at 165 Gator Drive, Merritt Island (the "Property"). As of July 2021, all related code violations had been complied, and the accrued fines on the six cases totaled \$350,350. In order for the Obloys to sell the Property free and clear of the liens, they were required to deposit cash in the amount of the liens plus accrued interest into the registry of court. The code enforcement liens were then transferred from the Property to the deposited funds, which now secure the liens in the manner of a cash bond.

The County brought a lawsuit seeking to have the funds currently held in the court registry disbursed in satisfaction of the liens. The Obloys dispute the validity and amount of the liens. Recently, County staff and the Obloys mediated the case, with former judge Charles Roberts serving as the mediator. At the conclusion of the mediation, County staff agreed to a tentative settlement, subject to Board approval. The tentative settlement provides that the court will disburse the amount of \$290,000 to the County from the funds currently held in the registry of court, with the remainder to be disbursed to the Obloys.

Clerk to the Board Instructions:

Please provide a copy of the Clerk to the Board's Memorandum and executed Settlement Agreement to the County Attorney and the Planning and Development Department Director.



April 24, 2024

M E M O R A N D U M

TO: Morris Richardson, County Attorney

RE: Item I.5., Approval of Settlement Agreement – Brevard County v. Eric and Amanda Obloy

The Board of County Commissioners, in regular session on April 23, 2024, approved and authorized the Chair to sign the Settlement Agreement for Brevard County v. Eric and Amanda Obloy. Enclosed is the fully-executed Settlement Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: Planning and Development
Budget
Finance

SETTLEMENT AGREEMENT AND RELEASE

RECITALS

WHEREAS, this Settlement Agreement and Release ("Agreement") is executed by Eric Obloy and Amanda Obloy (collectively "OBLOY"), and Brevard County, Florida ("COUNTY");

WHEREAS, COUNTY has filed a lawsuit against OBLOY pending before the Circuit Court of the Eighteenth Judicial Circuit, in and for Brevard County, Florida, under case number Case No. 05-2021-CA-029627-XXXX-XX ("legal action");

WHEREAS, on March 26, 2024, OBLOY and the COUNTY, both represented by legal counsel, voluntarily attended mediation and tentatively agreed to a settlement of the legal action subject to the terms and conditions provided below, including but not limited to final approval of the settlement by the Brevard County Board of County Commissioners ("Board"), a copy of which tentative settlement agreement is attached hereto as Exhibit "A";

WHEREAS, as part of the tentative settlement agreement, COUNTY agreed to voluntarily dismiss with prejudice all of its claims against OBLOY as asserted in the legal action; and

WHEREAS, OBLOY and COUNTY desire to settle their disputes and controversies, disposing of all claims which exist or may exist as of the effective date of this Settlement, subject to the terms and conditions stated below.

TERMS AND CONDITIONS

1. Incorporation of Recitals

OBLOY and the COUNTY agree that the above recitals are incorporated into, and are a part of, this Agreement.

2. Terms of Settlement

a. The County agrees to accept payment in the amount of \$290,000.00 (the "Settlement Funds") in full satisfaction of the following Code Enforcement Liens:

- 15CE-00796
- 16CE-00209
- 17CE-00290
- 17CE-02100
- 18CE-02359
- 19CE-00649

b. The parties agree that, upon the County's receipt of the Settlement Funds from the registry of court as described herein, Case No. 05-2021-CA-029627-XXXX-XX shall be dismissed by the County with prejudice.

c. Each party shall bear their own respective fees and costs. The cost of mediation shall be split equally.

d. The parties agree to file a stipulated motion for the court to disburse the amount of \$290,000.00 to Brevard County, Florida, from the funds currently held in the registry. OBLOY shall be entitled to the remaining funds held in the registry, including any and all interest if applicable.

e. The parties agree to execute any and all documents necessary to carry out the spirit and intent of this settlement.

3. Mutual Release of Claims

COUNTY and OBLOY hereby mutually release the other, acquits, and forever discharges, for themselves and their administrators, assigns, agents, employees, attorneys, servants, volunteers, and insurance companies, and any and all affiliated or associated persons, companies, and entities, including but not limited to all of the COUNTY's officers, directors, commission members, board members, committee members, agents, employees, attorneys, servants, volunteers, insurance companies, and claims administrators ("Released Parties") from any and all claims, causes of action, administrative challenges, suits, demands, and liabilities known and developed arising out of Case No. 05-2021-CA-029627-XXXX-XX including claims asserted or which could have been asserted in the legal action, including all underlying code enforcement cases, liens, and other lawsuits related to the legal action.

4. Effective Date

This settlement shall become effective upon approval by the Brevard County Board of County Commissioners and signature by its Chair.

SIGNATURE PAGES TO FOLLOW

DATE: _____

ERIC OBLOY

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to before me by the means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by ERIC OBLOY, who is personally known to me or who produced _____ as identification.

Print:

My Commission Expires:
Notary Public:

DATE: _____

AMANDA OBLOY

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to before me by the means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by AMANDA OBLOY, who is personally known to me or who produced _____ as identification.

Print:

My Commission Expires:
Notary Public:

Signing on behalf of:
BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS



Jason Steele, Chair
As approved by the Board on

APR 23 2024 (date)

ATTEST:



Clerk of Court

TENTATIVE SETTLEMENT AGREEMENT

Eric Obloy and Amanda Obloy, represented by legal counsel, and Brevard County, subject to the approval of the Brevard County Board of County Commissioners, hereby agree to the following terms:

- 1) Subject to approval by the Board of County Commissioners, which shall be in its sole discretion and at a publicly advertised meeting, the parties tentatively agree to a global settlement offer of \$290,000.00 (the "Settlement Funds") in full satisfaction of the following Code Enforcement Liens:
 - 15CE-00796
 - 16CE-00209
 - 17CE-00290
 - 17CE-02100
 - 18CE-02359
 - 19CE-00649
- 2) The parties agree that, upon the County's receipt of the Settlement Funds as described herein, Case No. 05-2021-CA-029627-XXXX-XX shall be dismissed by the County with prejudice, and the parties shall execute a mutual release of any claims arising from or related to the above-described Code Enforcement cases and liens.
- 3) Each party shall bear their own respective fees and costs. The cost of mediation shall be split equally.
- 4) This settlement offer is binding upon the Obloys and shall become a final settlement agreement if approved by the Board of County Commissioners within 60 days of the date hereof.
- 5) The parties agree to file a stipulated motion for the court to disburse the amount of \$290,000.00 to Brevard County, Florida, from the funds currently held in the registry. The Obloys shall be entitled to the remaining funds held in the registry, including any and all interest if applicable.
- 6) The parties agree to execute any and all documents necessary to carry out the spirit and intent of this settlement.

Eric Obloy

Date

3/26/24

Tad Calkins

Date

3/26/24

Director, Brevard County Planning and Development

Amanda Obloy

Date

Amanda Obloy 3/26/24

Reviewed to form and sufficiency
3/26/24

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