

F. Consent Agenda - Planning and Development
ITEM 4.



AGENDA REPORT
October 9, 2018

Final Plat Approval, Re: Casabella Phase 3 (18SD00007) (District 4)

SUBJECT:

Final Plat Approval, Re: Casabella Phase 3
Developer: Casabella Development LLC and Normal Properties of Brevard LLC
District 4

FISCAL IMPACT:

None

DEPT/OFFICE:

Planning and Development

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 Chair to sign the final plat and contract for Casabella Phase 3.

SUMMARY EXPLANATION and BACKGROUND:

There are three stages of review for subdivision plan approval: the preapplication 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. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on November 1, 2016. The third stage of review is the final plat approval for recordation. The applicant is posting a cash bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat for the Casabella Phase 3 subdivision, and has determined that it is in compliance with the applicable ordinances.

Casabella Phase 3 is located west of Wickham Road, approximately 3,500 feet north of Pineda Causeway. This subdivision contains 27 residential lots and one commercial lot on 20.72 acres.

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: 18SD00007, 14WW-01010, 14SD-00336

Contact: Rebecca Ragain, Assistant Director Ext. 5-2362

CLERK TO THE BOARD INSTRUCTIONS:

Please have the contract signed and return the original and a certified copy to Planning and Development.

ATTACHMENTS:

Description

- Contract**
- Plat**
- Cash Performance Bond**
- Location Map**



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

October 10, 2018

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director

RE: Item F.4., Final Plat Approval for Cassabella Phase 3 (18SD00007)

The Board of County Commissioners, in regular session on October 9, 2018, granted final plat approval, subject to minor engineering changes as applicable, and developer is responsible for obtaining all other necessary jurisdictional permits; and authorized the Chair to sign the final plat and contract for Casabella Phase 3 (18SD00007). Enclosed is a fully-executed and certified copy of the Contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

**BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK**

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encls. (2)

cc: Contracts Administration

Subdivision No. 18SD00007

Project Name Casabella Phase Three

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 9th day of October 2018, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Casabella Development 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:
Sidewalk, retaining wall handrail, restoration of Wickham Road temporary construction drive entrance (curb, sidewalk, and sodding) See attached exhibit "A" for itemization.
and all other improvements depicted in subdivision number 18SD00007. 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 9th day of October, 2020.

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 \$ 37,359.38 . If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. 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:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis

Rita Pritchett

Scott Ellis, Clerk

Rita Pritchett, Chair

As approved by the Board on: OCT. 9, 2018.

WITNESSES:

PRINCIPAL: Casabella Development LLC

Scott Ellis

Norma D. Levy

Norma D Levy, Manager ~~as President~~

Tamyra Dawson

9/7/2018

DATE

State of: Florida

County of: Brevard

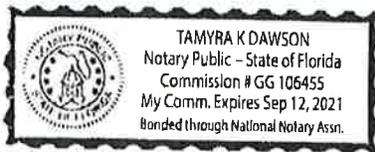
The foregoing instrument was acknowledged before me this 7th day of September 2018, by Norma Levy (who is personally known to me or who has produced as identification and who did (did not) take an oath.

My commission expires: 9-12-2021

Tamyra K Dawson
Notary Public

S E A L

Commission Number:



Tamyra K. Dawson
Notary Name printed, typed or stamped

**CASH
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Casabella Development, LLC, hereinafter referred to as "Owner" is held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County" in the sum of \$37,359.38 cash, for the payment of which he binds himself, his heirs, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Owner has agreed to construct the improvements listed below in Casabella, Phase 3 subdivision. Improvements to be constructed, are as follows: Sidewalk, retaining wall handrail, restoration of Wickham Rd temp const. entrance and all other improvements as required in 18SD00007.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully construct the Improvements listed above by October 9, 2020, then this obligation shall be null and void otherwise it shall remain in full force and effect.

If the Owner shall be declared in default by the County, the Owner hereby authorizes the County or its representative to enter upon the land and the County shall have the right to complete the improvements described above and the Owner shall pay all costs of completing the improvements to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. The County shall have the additional right to contract for the completion of the improvement upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for completion of said contract, the Owner shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection therefore, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County may use the Cash Performance Bond to pay the cost of construction or completion of the improvements listed. Owner shall remain liable for any costs in excess of this payment bond.

In the event that the County commences suit for the collection of any sums due hereunder, the Owner agrees to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 18 day of SEPTEMBER 2020.

WITNESS:

Charlotte Underwood
James R Underwood

OWNER:

BY: Ronald Levy
TITLE: PRESIDENT

CASABELLA PHASE THREE

A SUBDIVISION LYING IN SECTION 24, TOWNSHIP 26 SOUTH, RANGE 36 EAST, COUNTY OF BREVARD, FLORIDA
 BEING A REPLAT OF A PORTION OF CASABELLA PHASE ONE, PLAT BOOK 47, PAGES 100-102, AND A REPLAT OF A PORTION OF CASABELLA PHASE TWO, PLAT BOOK 51, PAGES 46-47, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

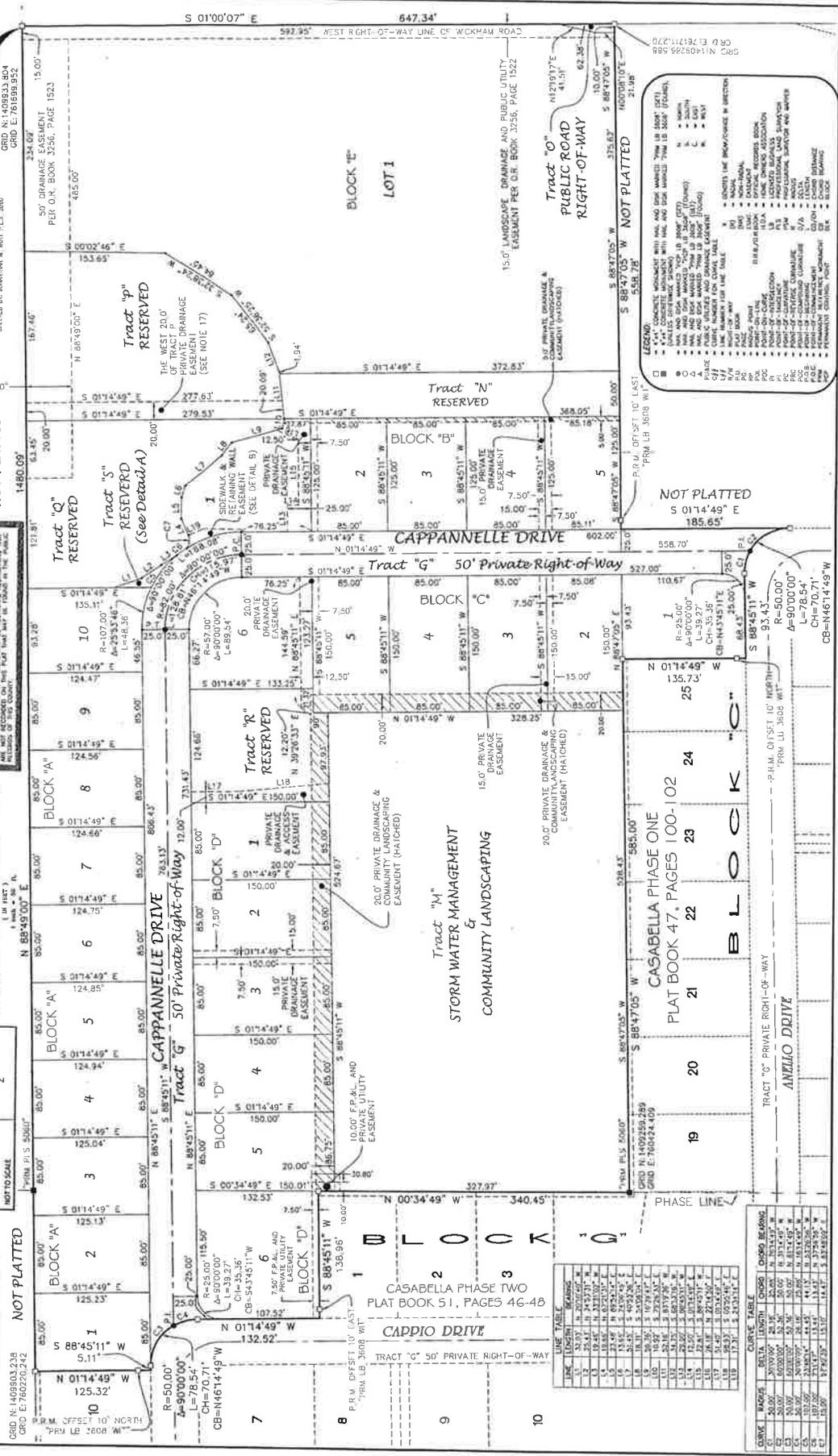
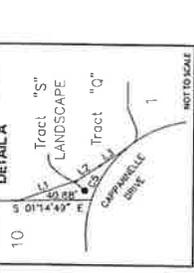
PLAT BOOK _____ PAGE _____
 SHEET 3 OF 3
 SECTION 24, TWP. 26 S., RANGE 36 E.

PREPARED BY:
WILLIAM MOTT LAND SURVEYING, INC.
 3159 AZAINE COBLE, SUITE 103
 PHONE (202) 751-4444 FAX (202) 751-4445
 PROJECT NUMBER: 710231
 DRAWING NUMBER: 2016-001-001-001
 CLIENT: DR. JONATHAN H. WORT, P.L.S. 5686
 GRID N: 140983.824
 GRID E: 761899.952



P.O.B.
 GRID N: 140983.824
 GRID E: 761899.952

NOT PLATTED



LEGEND

- 1/4\"/>

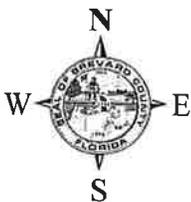
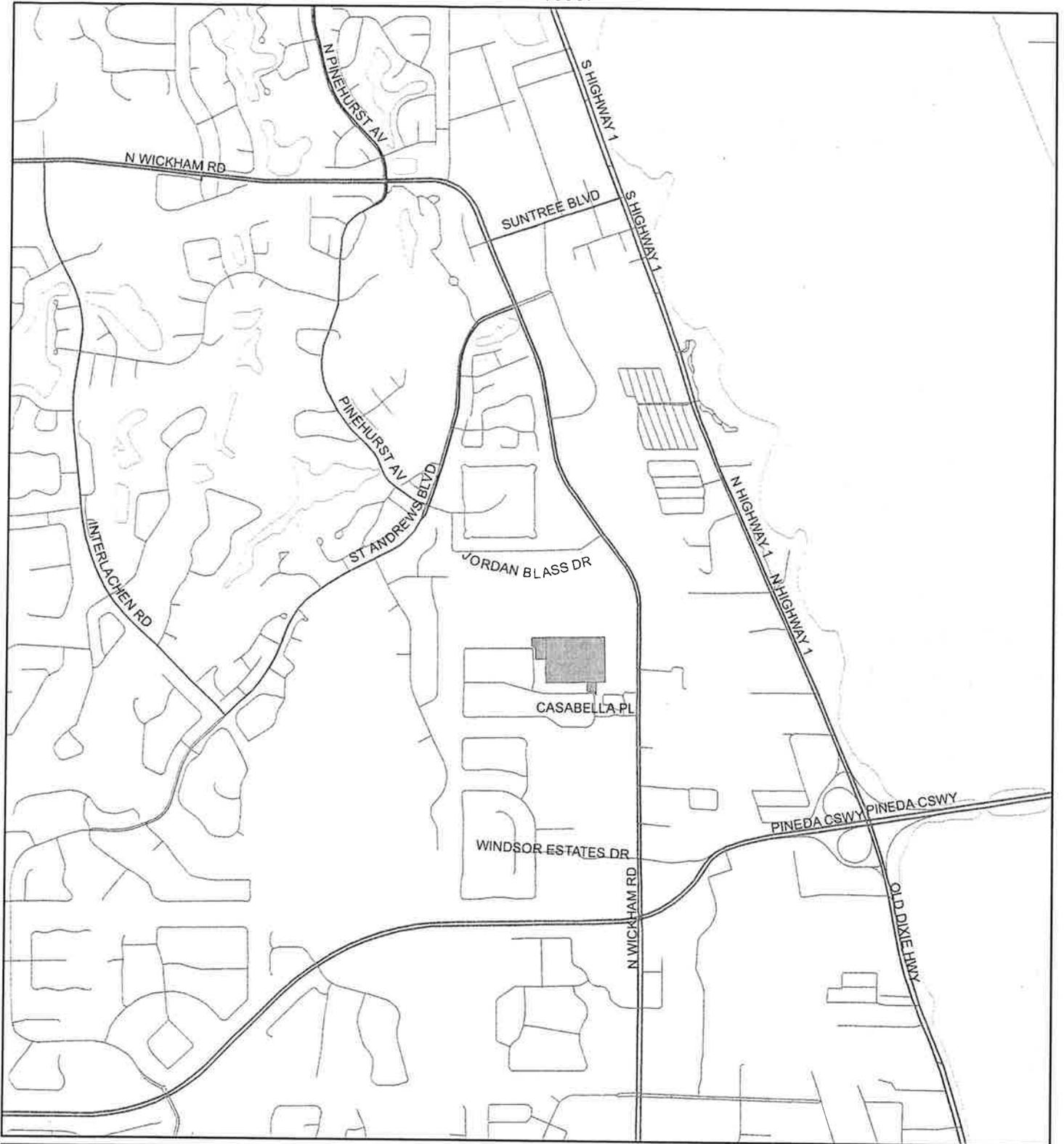
CURVE TABLE

CHUNK	MAJOR	DATA	LENGTH	CROSS	CHORD	BELONG
1	50.00'	20.00'	20.00'	20.00'	20.00'	1
2	50.00'	20.00'	20.00'	20.00'	20.00'	2
3	50.00'	20.00'	20.00'	20.00'	20.00'	3
4	50.00'	20.00'	20.00'	20.00'	20.00'	4
5	50.00'	20.00'	20.00'	20.00'	20.00'	5
6	50.00'	20.00'	20.00'	20.00'	20.00'	6
7	50.00'	20.00'	20.00'	20.00'	20.00'	7
8	50.00'	20.00'	20.00'	20.00'	20.00'	8
9	50.00'	20.00'	20.00'	20.00'	20.00'	9
10	50.00'	20.00'	20.00'	20.00'	20.00'	10

LOCATION MAP

CASABELLA PHASE THREE

18SD00007



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 BoCC - GIS Date: 8/7/2018