

Meeting Date
February 7, 2017



AGENDA	
Section	Consent
Item No.	II.A.4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FINAL PLAT AND CONTRACT APPROVAL RE: BRIDGEWATER NORTH SUBDIVISION DEVELOPER: THE VIERA COMPANY 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 March 20, 2016. The preliminary plat and final engineering plans, which is the second stage of approval was approved by the Board on September 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.

Staff has reviewed the final plat and contract for the Bridgewater North subdivision and has determined that it is in compliance with the applicable ordinances.

The proposed subdivision is located within the Viera DRI approximately 1.5 miles south of Wickham Road on the west side of Lake Andrew Drive. The proposed subdivision contains 207 residential lots on 147 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: 16SD00002

Contact: Tad Calkins

Phone: 321-633-2065

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

February 8, 2017

M E M O R A N D U M

TO: Robin DiFabio, Planning and Development Director Attn: Tad Calkins

RE: Item II.A.4., Final Plat and Contract Approval with WCI Communities, LLC for Bridgewater North Subdivision

The Board of County Commissioners, in regular session on February 7, 2017, granted final plat approval; authorized the Chairman to sign the final plat for Bridgewater North Subdivision, subject to minor engineering changes as applicable, and developer responsible for obtaining all other necessary jurisdictional permits; and approved the Subdivision Infrastructure Contract. Enclosed are a fully-executed and a certified copy of the Contract for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration

Subdivision No. 16SD00002

Project Name Bridgewater North at Viera

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this ____ day of _____ 2017, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and WCI Communities, 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 16SD00002. 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 ____ day of _____, 2018.

RECEIVED
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BY: _____

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 \$4,404,163.63 _____. 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:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis
Scott Ellis, Clerk

[Signature]
Chairman

As approved by the Board on: February 7, 2017.

WITNESSES:

PRINCIPAL:

Robert Bennett
Scott A. Parolli

[Signature]
Jon Rapoport, as President - East Region
9/29/16
DATE

State of: Florida

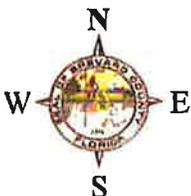
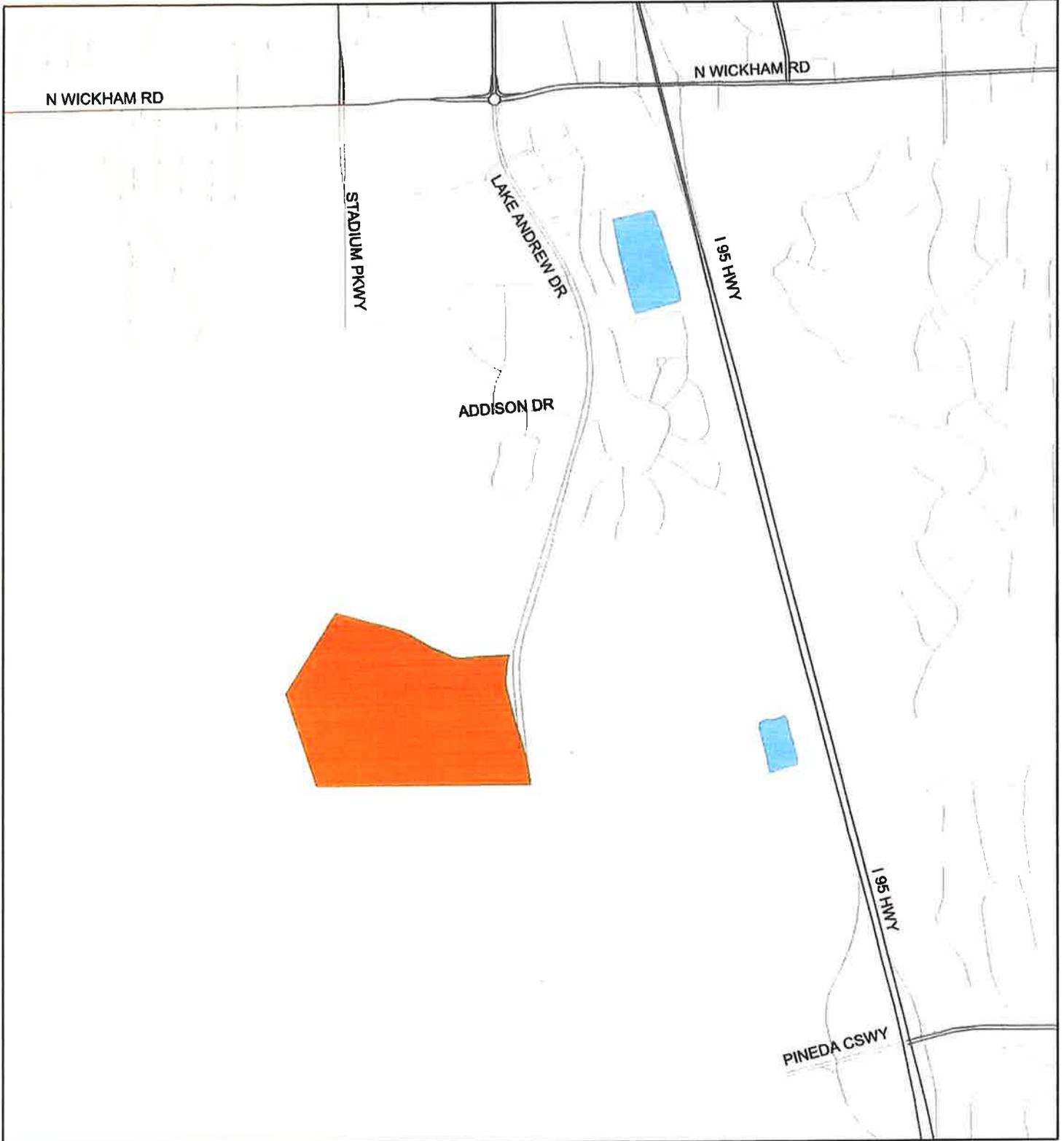
County of: Palm Beach

The foregoing instrument was acknowledged before me this 29 day of September, 2016, by Jon Rapoport who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

My commission expires: 6/19/18
JULIE ANNE DeMORE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF134285
S E A EXPIRES 6/19/2018
BONDED THRU 1-888-NOTARY1
Commission Number: FF134285

[Signature]
Notary Public
Julie Anne DeMore
Notary Name printed, typed or stamped

LOCATION MAP
BRIDGEWATER NORTH AT VIERA
16SD00002



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: 8/12/2016

SURETY PERFORMANCE BOND**KNOW ALL MEN BY THESE PRESENTS:**

That we, WCI Communities, LLC, hereinafter referred to as "Owner" and, Aspen American Insurance Company, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 4,404,163.63, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the ____ day of _____, 20____, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by _____, 20____, 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 of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract 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. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety 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 thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 19th day of September, 2016.

Owner:

WCI Communities, LLC

By:

Sheila Leith
Sheila Leith, Vice President

Surety:

Aspen American Insurance Company

By:

Jeffrey M. Wilson
Jeffrey M. Wilson, Attorney-in-FactRECEIVED
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