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| Meeting Date |
| January 27, 2015 |



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| AGENDA | |
| Section | Consent |
| Item No. | II D 5 |

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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| SUBJECT: | FINAL PLAT AND CONTRACT APPROVAL RE: STROM PARK PHASE 4 SUBDIVISION DEVELOPER: THE VIERA COMPANY FISCAL IMPACT: NONE DISTRICT 4 |
| DEPT/OFFICE: | PLANNING & DEVELOPMENT DEPARTMENT |

Requested Action:

It is requested that the Board of County Commissioners grant final plat and contract 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 September 20, 2012. The preliminary plat and final engineering plans, which is the second stage of approval was approved by the Board on March 5, 2013 for 340 lots on approximately 204.64 acres. The Strom Park subdivision is being constructed in eight separate phases. This is the fourth subdivision plat submittal within Strom Park in the Village 1 development area of the West Viera DRI-PUD.

Staff has reviewed the final plat and contract and has determined that they are in compliance with the applicable ordinances. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

The Strom Park Phase 4 subdivision is located on the east side of Lake Andrew Drive approximately 3700 feet south of Wickham Road in Viera, containing 52 lots on approximately 20.26 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: 14SD-00982

Clerk to the Board instruction: Please return original contract and certified copy to Land Development

Exhibits Attached: location maps and contract

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

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| County Manager  Stockton Whitten | Assistant County Manager  Mel Scott, AICP | Department Director / Extension Robin M. Sobrino, AICP Planning & Development Department Ext. 5-2069 |
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BOARD OF COUNTY COMMISSIONERS

Public Works Department/Engineering

2725 Judge Fran Jamieson Way
Building A, Room 204
Viera, Florida 32940

TO: Commissioner Fisher

THRU: Stockton Whitten, County Manager 

FROM: Andrew J. Holmes, Engineering Program Manager/Assistant Director Public Works 

SUBJECT: Strom Park, Phase 4 Contract

DATE: September 22, 2015

On January 27, 2015, the Board granted Final Plat and Contract approval for Strom Park, Phase 4; however, the contract was omitted from the Agenda Report and, therefore, was not provided to you for signature.

In speaking with the County Attorney's office, the correct way to remedy the situation is to have you sign the document and to then provide it to the Clerk's office to be recorded with the official record.

Once you have signed it, please return it to us so that we can deliver it to the Clerk's office to be recorded with the official record.

Please find attached, a copy of the Clerk's memorandum regarding the item and the Contract which needs to be signed.

Bcc File
Copy Received

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



January 28, 2015

MEMORANDUM

TO: Robin Sobrino, Planning and Development Director

RE: Item II.D.5., Final Plat and Contract Approval for Strom Park Phase 4 Subdivision – The Viera Company

The Board of County Commissioners, in regular session on January 27, 2015, granted final plat and Contract approval for Strom Park Phase 4 Subdivision, subject to minor engineering changes, as applicable, and developer responsible for obtaining all other necessary jurisdictional permits; and authorized the Chairman to sign the final plat and Contract.

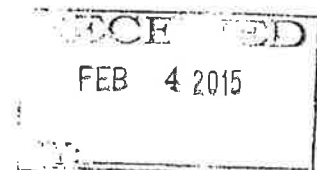
Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk



LETTER OF TRANSMITTAL



THE VIERA COMPANY
 7380 MURRELL ROAD, SUITE 201
 VIERA, FL 32940
 PHONE: 321-242-1200
 FAX: 321-253-1800
 INTERNET: WWW.VIERA.COM

DATE: September 17, 2015

RE: Strom Park Phase 4

TO: Christine Verrett
COMPANY: Brevard County Public Works
ADDRESS: 2725 Judge Fran Jamieson Way
 Bldg A, Room 204
CITY/STATE/ZIP: Viera, FL 32940

WE ARE SENDING YOU **ATTACHED** **UNDER SEPARATE COVER** **VIA US MAIL**

- | | | |
|--|---|---|
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Purchase Order |
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Plans | <input type="checkbox"/> <u>Check</u> |

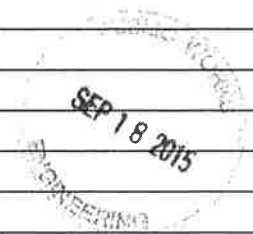
| DATE | QTY | DESCRIPTION |
|---------|-----|---|
| 9/17/15 | 1 | Original signed Strom Park Phase 4 Subdivision Infrastructure Contract 14-SD00982 |
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THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|--|---|---|
| <input type="checkbox"/> As Requested | <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Returned for Signatures |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> _____ |

COMMENTS:

 Please let us know if you have any questions.



cc: file _____

SIGNED: Valerie Enposito

Subdivision No. 14SD-00982

Project Name Strom Park, Phase 4

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 27th day of January, 2015, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, 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 14SD-00982. 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 30th day of January, 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 \$ 646,762.19. 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, Clerk




Robin Fisher, Chairman

Approved by the Board on: January 27, 2015.

WITNESSES:

PRINCIPAL:





Todd J. Pokrywa, Senior Vice President




1-7-15

DATE

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 7th day of Jan, 2015, by Todd J. Pokrywa who is personally known to me and who did not take an oath.

My commission expires:



Notary Public

S E A L

Commission Number:

Mary Ellen McKibben

Notary Name printed, typed or stamped

