

Meeting Date
May 12, 2015



AGENDA	
Section	Public Hearing
Item No.	IV.B.

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PUBLIC HEARING; RE: TEMPORARY USE AGREEMENT (TUA) FOR CONCEPT CONSTRUCTION AND DEMOLITION (DISTRICT 2)
DEPT/OFFICE:	PLANNING AND DEVELOPMENT DEPARTMENT

**Requested Action:**

It is requested that the Board of County Commissioners authorize the chairman to execute a 49 day Temporary Use Agreement with Gary D. Cobb, property owner, and Concept Construction and Demolition, LLC, contractor, to utilize a 0.64 acre vacant parcel zoned RU-1-13 for the temporary placement of fill material, piping, concrete drainage structures, and temporary heavy equipment parking to assist in the re-construction of sidewalks and drainage structures for the City of Cocoa Beach.

**Summary Explanation & Background:**

The TUA location is on the west side of South Orlando Avenue (Hwy A1A) about 250 feet south of S. 14<sup>th</sup> Street. The primary use of this site is as a storage yard for the daily construction operations of Concept Construction And Demolition, LLC, and Maxwell Contracting. The temporary use has been in operation without proper approval. Code Enforcement is seeking a course of action to close this case. The applicant has been advised if the Board fails to approve the TUA that in order to close the code enforcement case they will need to move their operation. The applicant requests to remain onsite until their estimated completion date at the end of June, 2015.

The proposed location is a vacant parcel zoned RU-1-13, a single-family residential zoning classification. This request is in accordance with Section 62-2131 Brevard County Code authorizing temporary use agreements for public purpose projects.

Following completion of the project, all temporary uses not ordinarily permitted within the RU-1-13 zoning classification shall cease. The use is not expected to continue beyond June 30, 2015. Property owners within 1000 feet of the proposed location have been noticed.

A location and access route map are being included to show the affected intersection together with the parcel where the temporary use has been requested. The proposed agreement has been reviewed by the County Attorney's Office. The parties to the agreement include Brevard County, the owner Gary D. Cobb and Concept Construction And Demolition, LLC, contractor.

Fiscal impact: There will be no impact to the General Fund.

POC: George C. Ritchie Phone: 633-2070 Ext: 52657

**Clerk to the Board instruction:**

Chairman to execute the TUA and return two certified copies to the Department.

Exhibits Attached: Concept Construction & Demolition's cover letter, Temporary Use Agreement, Exhibits "A", "B", and "C", and location and access route map.

<b>Contract /Agreement (If attached):</b>		<b>Reviewed by County Attorney</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager, Stockton Whitten	Assistant County Manager, Mel Scott	Assistant County Manager, Vanetta Valdergo		Department Director / Extension Robin M. Sobrino, AICP, Director, Planning and 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

May 14, 2015

**M E M O R A N D U M**

**TO:** Robin Sobrino, Planning and Development Director Attn: George Ritchie

**RE:** Item IV.B., Temporary Use Agreement (TUA) with Gary D. Cobb and Concept Construction and Demolition, LLC to Utilize a 0.64 Acre Vacant Parcel Zoned RU-1-13 for Temporary Placement of Fill Material, Piping, Concrete Drainage Structures, and Temporary Heavy Equipment Parking to Assist in the Re-Construction of Sidewalks and Drainage Structures for the City of Cocoa Beach

The Board of County Commissioners, in regular session on May 12, 2015, denied request for a 49-day Temporary Use Agreement with Gary D. Cobb, property owner, and Concept Construction and Demolition, LLC, contractor, to utilize a 0.64 acre vacant parcel zoned RU-1-13 for the temporary placement of fill material, piping, concrete drainage structures, and temporary heavy equipment parking to assist in the re-construction of sidewalks and drainage structures for the City of Cocoa Beach.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

# **TEMPORARY USE AGREEMENT CONCEPT CONSTRUCTION AND DEMOLITION, LLC**

**THIS AGREEMENT**, Made and entered into this 12th day of May , 2015 , between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, party of the first part (hereinafter referred to as “County”), and Gary Cobb, property owner, party of the second part (hereinafter referred to as “Owner”), and Concept Construction and Demolition, LLC, contractor, party of the second part (hereinafter referred to as “Contractor”), who hereby acknowledge, understand and agree to abide by the conditions of said authorization as stated below:

## **1. TEMPORARY PLACEMENT OF EQUIPMENT AND MATERIALS**

- a) County shall permit the Contractor to utilize a portion of the Owner’s property located in the Single-family residential (RU-1-13) zoning classification to temporarily allow the placement of construction vehicles and material on this property in conjunction with a vacant residential lot located in the central beachside Brevard Area (Exhibit A). The request is to fulfill the obligation of a sidewalk and drainage improvements contract to maintain a public facility. The project is a public benefit, for the City of Cocoa Beach. The construction materials include, but are not limited to stone, pipe, concrete drainage structures and vehicles. These materials will be transported to the construction sites via commercial vehicles which include, but are not limited to, front-end loader and flat-bed truck. The contractor plans to access the site Monday thru Friday, 7AM-3:30PM.

- b) The temporary uses described in paragraph (a) above are to be located on the property legally described as: Township: 25, Range: 37, Section: 23, Subdivision Number: 76, Block: \_\_\_\_\_, Lot(s): 5, 6, 7, 8 & N 40 feet of 9, and further described in Exhibit B, hereby incorporated herein.
- c) All storage of construction machinery, material and equipment shall be located on the property described by the Brevard County Property Appraiser's Tax Identification Number: 2519995. This location is no less than 20 feet from the closest property line under different ownership, and no less than 40 feet from the nearest dwelling (Exhibit C). The storage area is buffered from residential property by shrubs and vegetation. This temporary use will be subject to the noise limitations prescribed in Chapter 46, Article IV, Sections 46-126 through 46-131 Code of Ordinances of Brevard County, Florida, and accumulations of fill material near residential property limitations prescribed in Chapter 62, Article VI, Section 62-2101, Code of Ordinances of Brevard County, Florida, as applicable.
- d) (If Applicable), the contractor agrees to: (1) provide a bond in the amount of \$\_\_\_\_\_ to cover any damage to the infrastructure on \_\_\_\_\_ which may result from use by their commercial vehicles; (2) be responsible for maintenance of \_\_\_\_\_ during the term of the Temporary Use Permit; and (3) obtain a commercial driveway permit for access onto \_\_\_\_\_.
- e) Approval of this temporary use by the County is for a period of (49) days effective May 12, 2015. The Owner/Contractor agrees to remove the temporary machinery, associated equipment and materials from the premises on or before June 30, 2015.

f) Said temporary machinery, associated equipment and materials shall be temporarily placed on the subject property in accordance with all applicable Brevard County ordinances or as otherwise specified herein.

**2. INDEMNIFICATION**

~~X~~ *use SB*  
The Owner and Contractor agree that the County and its employees shall be indemnified and held harmless from any and all liability, claims, damages, expenses, including attorney's fee, court costs, proceedings and causes of action of every kind and nature, arising out of or in connection with use, occupation, management or control of the subject area or any improvements thereon, or any furniture, furnishings, equipment or fixtures utilized in connection therewith.

~~X~~ *use SB*  
The Owner and Contractor further agree to defend any and all actions, suits or proceedings at its own expense which may be brought against the County in connection with Owner/Contractor utilization of the temporary machinery, associated equipment and materials, and that the Owner/Contractor shall satisfy, pay and discharge any and all judgments that may be entered against the County in such actions or proceedings. The parties acknowledge specific consideration has been exchanged for this provision.

**3. RIGHT OF ENTRY BY COUNTY**

The County or its agents may at any time enter in and on the referenced property for the purpose of inspection of same or performing such other duties as are required by the terms of this Agreement, and the rules, regulations, ordinances and laws of any governmental entity.

**4. INDEPENDENT ENTITY**

Nothing in this Agreement shall be in any way construed to constitute the Owner or Contractor or any of his/her agents or employees as representative of the County.

IN WITNESS THEREOF, the parties hereto have set their hands and seals on the date and year first written above.

ATTEST: BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

2725 Judge Fran Jamieson Way  
Viera, Florida 32940

\_\_\_\_\_  
Scott Ellis, Clerk

V \_\_\_\_\_  
Robin Fisher, Chairman  
(as approved by the Board on May 12, 2015)

(SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 20 15, by Gary Cobb, Chairman of the Board of County Commissioners of Brevard County Florida, who is personally known to me or has Florida Drivers License identification.

My commission expires: June 8, 2016

Lisa M. Watson  
Notary Public  
Lisa M. Watson  
Name (typed, printed or stamped)

SEAL  
Commission No.



WITNESSES:

Vanessa Brady  
Vanessa Bradford  
(Witness Name typed or printed)

Gary D. Cobb  
1396 Bayshore Drive  
Cocoa Beach, Fl 32931  
Gary Cobb  
OWNER

Concept Construction and Demolition, LLC  
597 Sparrow Branch Circle  
Jacksonville, FL 32259

[Signature]  
CONTRACTOR

[Signature]  
Travis Church  
(Witness Name typed or printed)

State of Florida  
County of Brevard

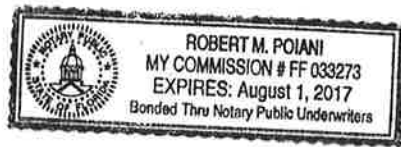
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April,  
2015, by President of Concept Const. + Demo  
(Title in Corp or Agent)  
who is personally known to me or has produced FL ID Card as identification.

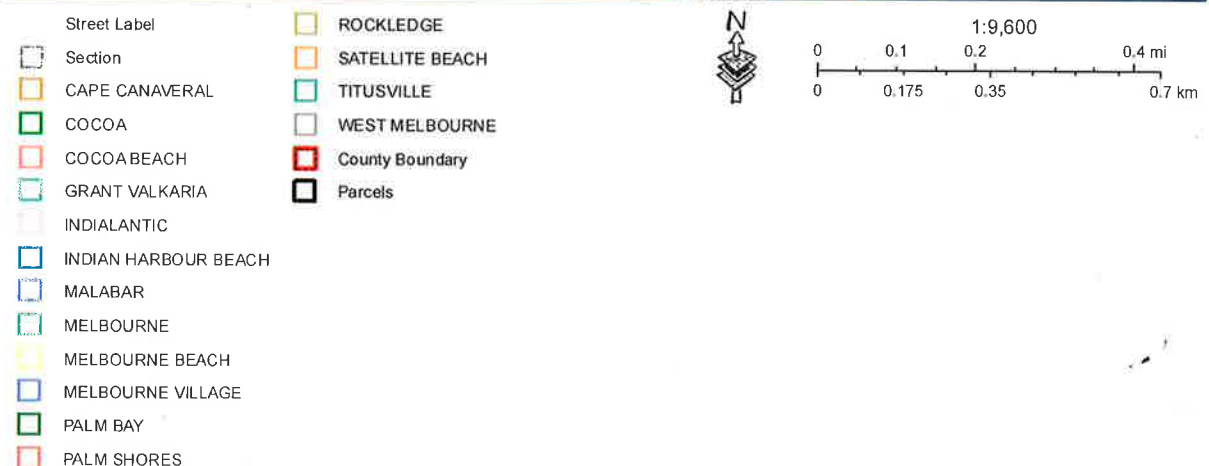
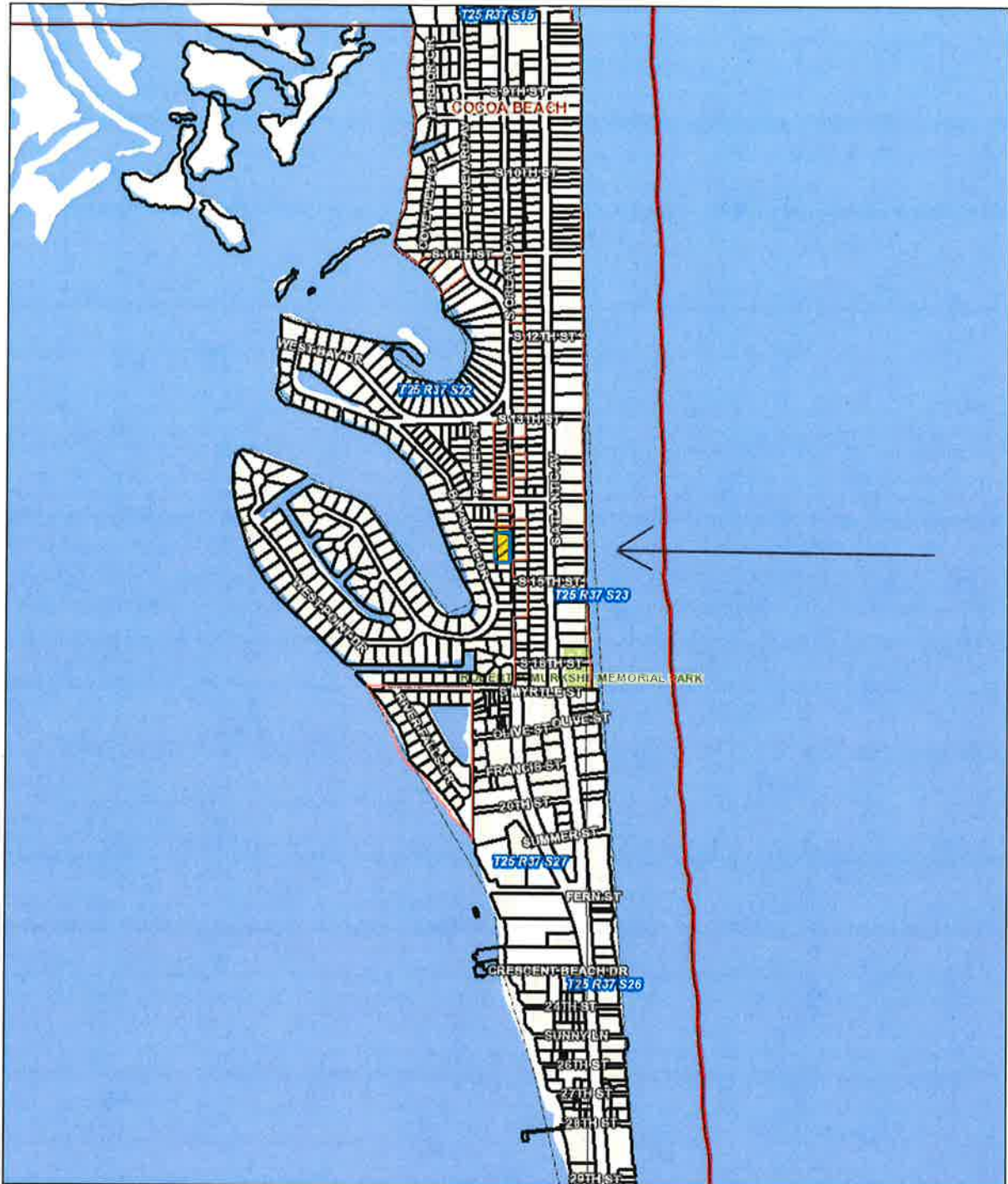
My commission expires: Aug. 01, 2017

[Signature]  
Notary Public

Robert M. Poiani  
Name (typed, printed or stamped)

SEAL  
Commission No.





**Dana Blickley, CFA**  
**Property Appraiser**  
**Brevard County, FL**



**Property  
 Details**

**General Parcel Information**

<b>Parcel ID:</b>	25-37-23-76-00000.0-0005.00	<b>Millage Code:</b>	2600	<b>Exemption:</b>		<b>Use Code:</b>	10
<b>Site Address:</b>						<b>Tax ID:</b>	2519995

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

**Owner Information**

<b>Owner Name:</b>	COBB, GARY D
<b>Second Name:</b>	
<b>Mailing Address:</b>	1396 BAYSHORE DRIVE
<b>City, State, Zipcode:</b>	COCOA BCH, FL 32931

**Abbreviated Description**

<b>Plat Book/Page:</b>	0011/0066	<b>Sub Name:</b>	LEWIS & JEFFE SUBD	<b>LOTS</b>	5,6,7,8 & N 40 FT OF LOT 9
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refer to.

**Value Summary**

Roll Year:	2012	2013	2014
<b>Market Value Total:</b> <sup>1</sup>	\$114,000	\$171,000	\$180,000
<b>Agricultural Market Value:</b>	\$0	\$0	\$0
<b>Assessed Value Non-School:</b>	\$114,000	\$125,400	\$180,000
<b>Assessed Value School:</b>	\$114,000	\$171,000	\$180,000
<b>Homestead Exemption:</b> <sup>2</sup>	\$0	\$0	\$0
<b>Additional Homestead:</b> <sup>2</sup>	\$0	\$0	\$0
<b>Other Exemptions:</b> <sup>2</sup>	\$0	\$0	\$0
<b>Taxable Value Non-School:</b> <sup>3</sup>	\$114,000	\$125,400	\$180,000
<b>Taxable Value School:</b> <sup>3</sup>	\$114,000	\$171,000	\$180,000

**Land Information**

<b>Acres:</b>	0.64
<b>Site Code:</b>	344
<b>Land Value:</b>	\$180,000

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

**Sale Information**

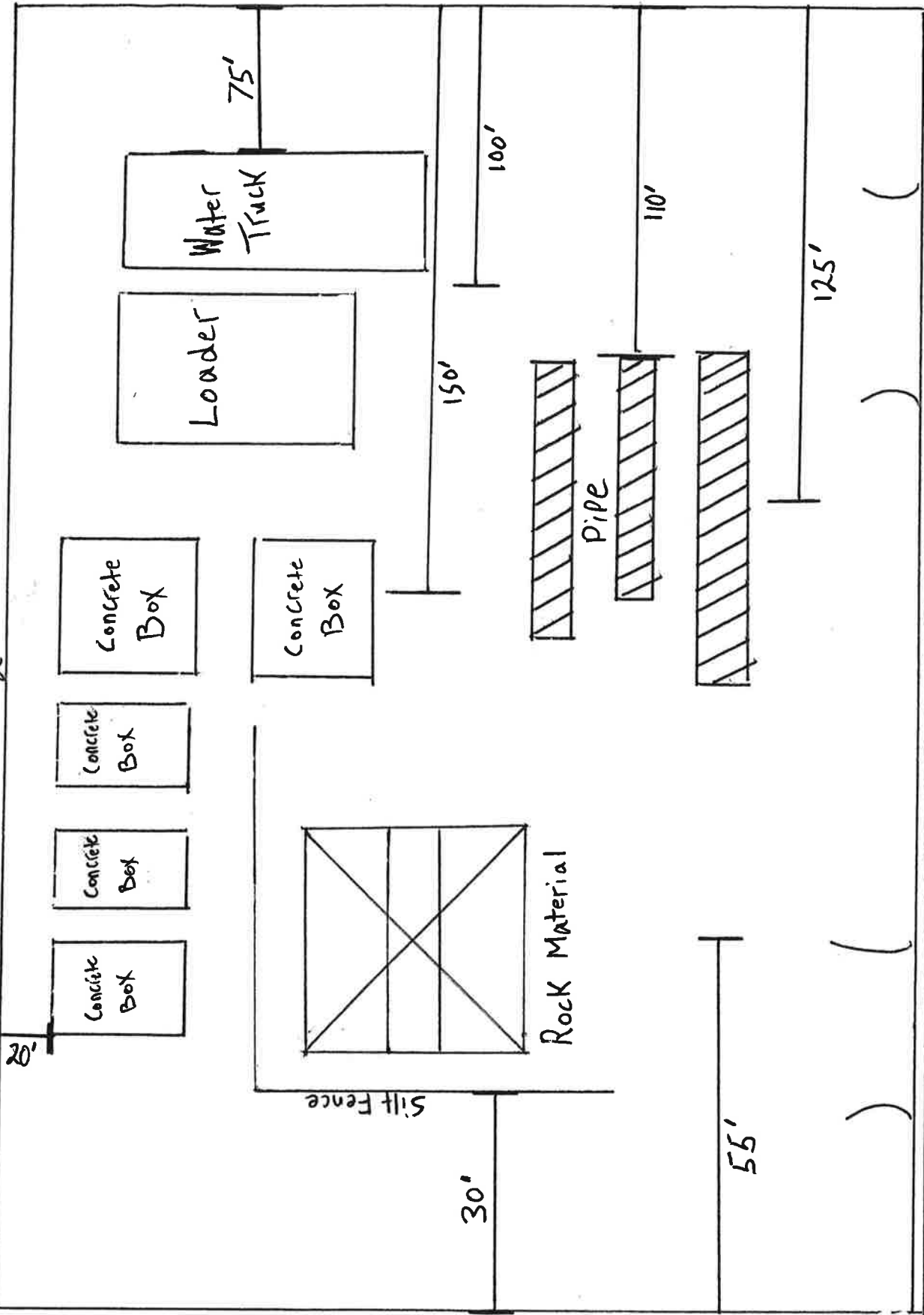
Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
6798/1523	2/7/2013	\$100	OC	11			V
5789/0032	6/21/2007	\$100	PR	11			V
5299/2295	5/12/2004	\$100	WD				V
2940/0277	9/1/1988	\$100	OC				V
1323/0868	2/28/1973	\$10,000					

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Exhibit "X" "C"



240'



20'

Concrete Box

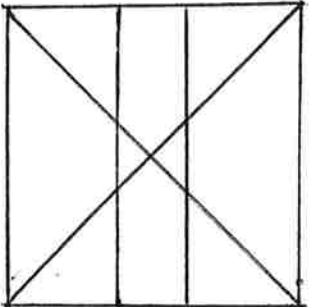
Concrete Box

Concrete Box

Concrete Box

Silt Fence

Concrete Box



Rock Material

30'

116'

Loader

Water Truck

75'

150'

100'



Pipe



110'



55'

125'



S. Orlando AVE.

