



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.11.

12/21/2021

Subject:

Adopt Resolution and Release Performance Bond: Reeling Park South at Addison Village, Phase 3 - District 4
Developer: The Viera Company

Fiscal Impact:

None

Dept/Office:

Public Works/Engineering

Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated August 3, 2021 for the above referenced project.

Summary Explanation and Background:

The Reeling Park South at Addison Village, Phase 3 subdivision is located within the Viera Development of Regional Impact (DRI), on the east side of Stadium Parkway, north of Cuddington Drive. The proposed subdivision contains 87 units on 26.59 acres.

The Reeling Park South at Addison Village, Phase 3 subdivision received preliminary plat and final engineering plans on June 7, 2018, and final plat and contract approval on August 3, 2021. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of December 1, 2021, the Reeling Park South at Addison Village, Phase 3 subdivision plat infrastructure improvements have been completed and we are in receipt of a two-year maintenance bond.

Reference: 21FM00003, 17SD00012

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

Clerk to the Board Instructions:

Please forward the Board action to the Public Works Department and provide 2 originals of the Resolution.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

December 22, 2021

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

RE: Item F.11., Adopt Resolution and Release Performance Bond for Reeling Park South at Addison Village, Phase Three – Developer: The Viera Company

The Board of County Commissioners, in regular session on December 21, 2021, adopted Resolution No. 21-173, releasing the Subdivision and Infrastructure Contract and Surety Performance Bond dated August 3, 2021 for Reeling Park South at Addison Village, Phase Three – Developer: The Viera Company. Enclosed are the fully-executed Resolutions.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/cld

Encls. (2)

RESOLUTION 21- 173

WHEREAS, the Board of County Commissioners of Brevard County, Florida and The Viera Company entered into a contract to guarantee the construction of improvements on property commonly known as Reeling Park South at Addison Village , Phase 3.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for public use at such time as said improvements were satisfactorily completed; and

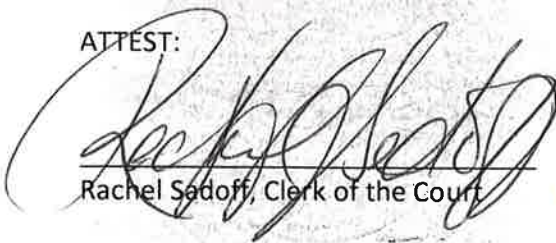
WHEREAS, The Viera Company completed all of the infrastructure improvements and has requested that the executed contract approved on August 3rd, 2021 be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Reeling Park South at Addison Village , Phase 3.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on August 3rd, 2021.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 21st day of December 2021.

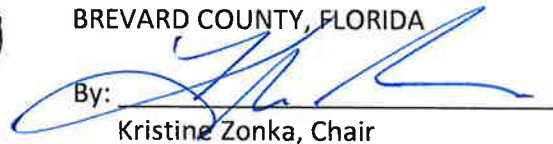
ATTEST:



Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By:



Kristine Zonka, Chair

As approved by the Board on December 21, 2021

Subdivision No. 17SD00012 / 21FM00003 **Project Name** Reeling Park South at Addison Village - Phase 3

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 3rd day of August 20 21, 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 17SD00012 / 21FM00003 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 1st day of July, 20 23.


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 \$2,499,617.89. 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:


Rachel M. Sadock, Clerk


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

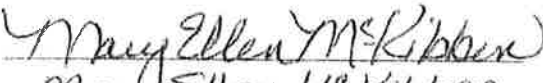

Rita Pritchett, Chair

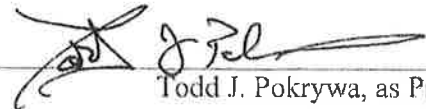
As approved by the Board on: August 3, 2021.

WITNESSES:

PRINCIPAL: The Viera Company


KAREN P. PROSSER.


Mary Ellen McKibben


Todd J. Pokrywa, as President

DATE

7-6-21

State of: Florida

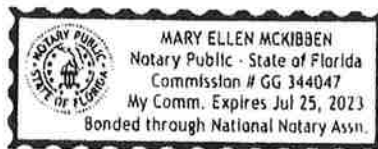
County of: Brevard

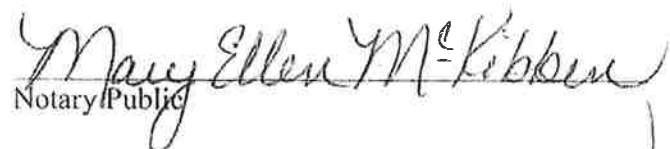
The foregoing instrument was acknowledged before me this 6th day of July, 2021, by Todd J. Pokrywa, Pres. who is personally known to me ~~or who has produced~~ as identification and who ~~did~~ (did not) take an oath.

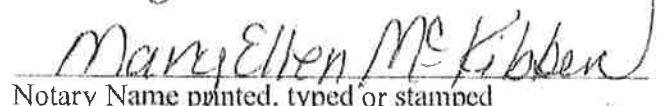
My commission expires:

S E A L

Commission Number:




Notary Public


Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, 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 \$2,499,617.89 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 July 1st, 2023 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 1st day of July, 2021.

OWNER:

THE VIERA COMPANY
Todd J. Pokrywa, President

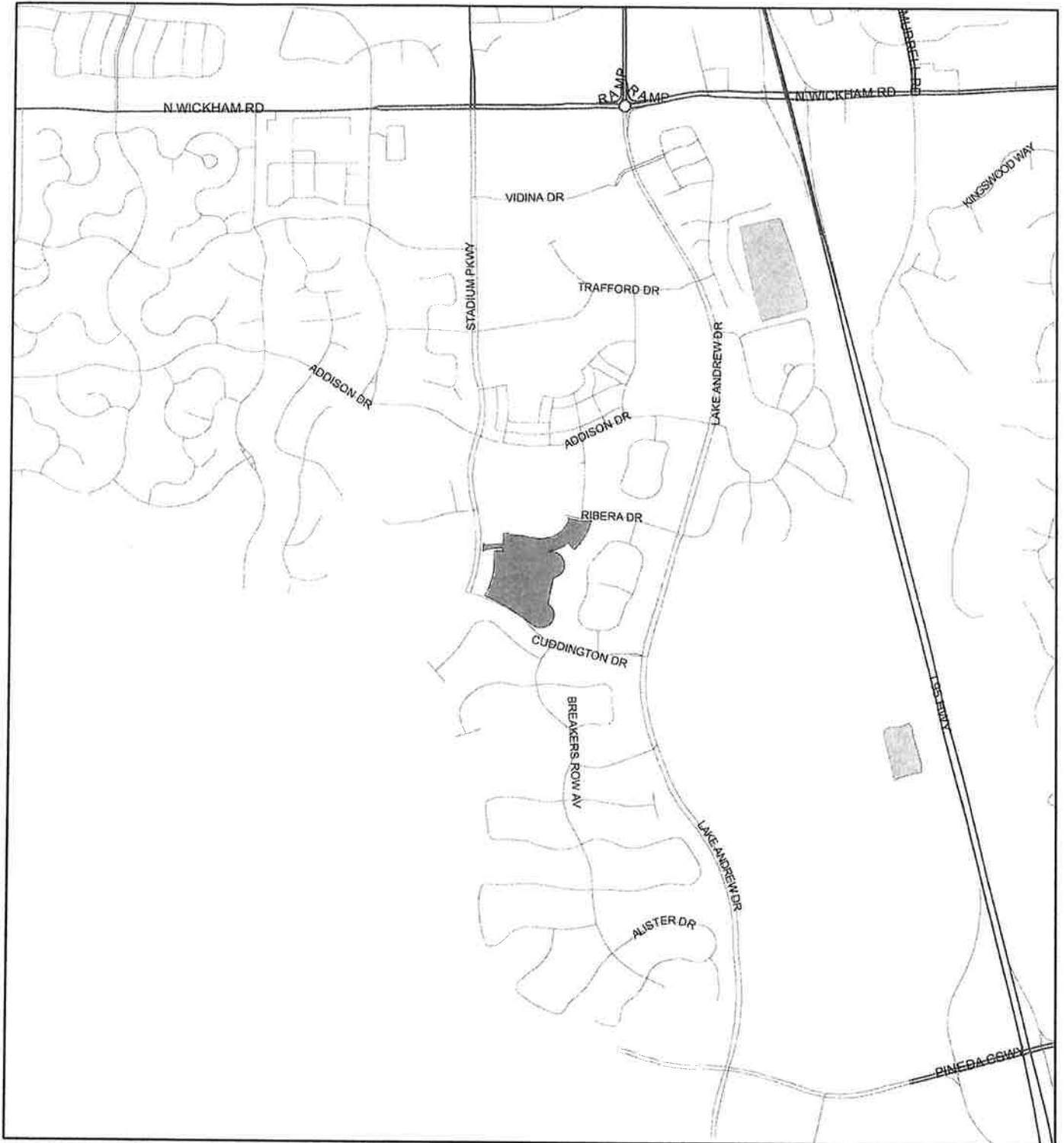
SURETY:


Christine Payne, Attorney-in-Fact

LOCATION MAP

REELING PARK SOUTH - PHASE 3

21FM00003



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.

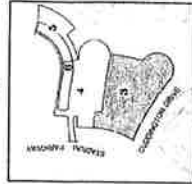
Produced by BoCC - GIS Date: 7/14/2021

REELING PARK SOUTH - PHASE 3 **SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST** **BREVARD COUNTY, FLORIDA**

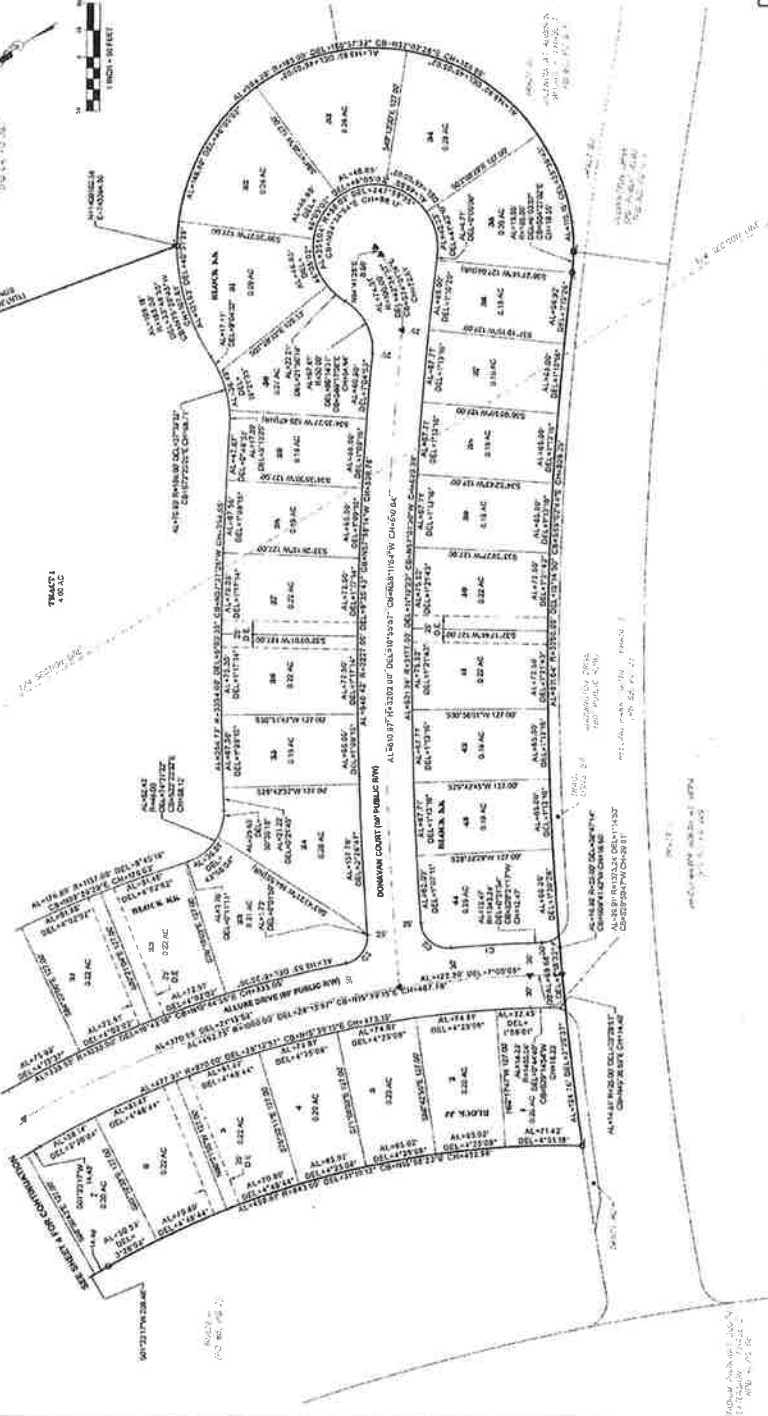
PLAT BOOK — PAGE —
 SHEET 101
 SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP



CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	13.02	103.00	43.04°	N07°52'27"E	13.00
C2	42.08	35.00	81°48'07"	S71°27'29"W	53.81
C3	26.10	24.00	82°29'30"	S81°18'45"E	33.86



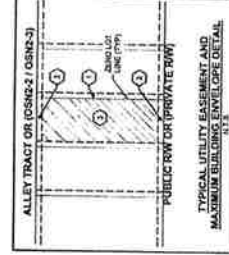
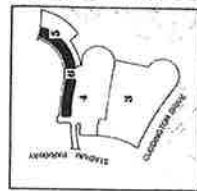
- ABBREVIATIONS**
- 1. DEGREES
 - 2. MINUTES
 - 3. SECONDS
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SURVEY SYMBOL LEGEND

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FOR
PROJECT

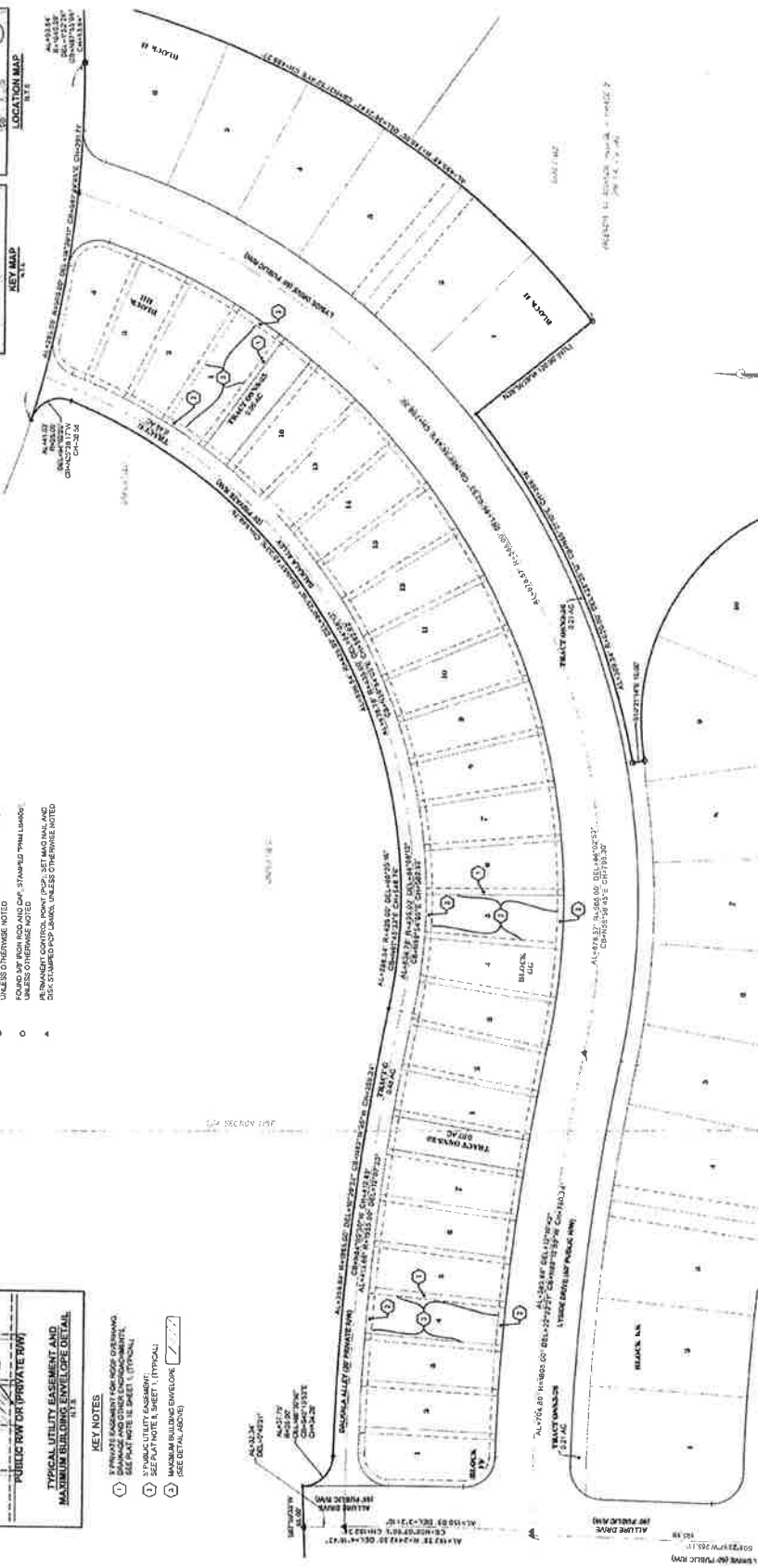
PLAT BOOK ____ PAGE
SHEET 9 OF 9
SECTION 11, TOWNSHIP 26 SOUTH RANGE 36 EAST



- SECTION CORNER MARKED AS NOTED
- 1/4 SECTION CORNER MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM) 10.624 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM 104600" UNLESS OTHERWISE NOTED
- SET 54' N 10N 020' AND CAP STAMPED "PRM 104600" UNLESS OTHERWISE NOTED
- FOUND 54' N 10N 020' AND CAP STAMPED "PRM 104600" UNLESS OTHERWISE NOTED
- PRM TRANSIENT CORNER POINT (PCP) SET 140' N 140' AND DISK STAMPED "PRM 104600" UNLESS OTHERWISE NOTED

- KEY NOTES**

 - 1 PRIVATE EASEMENT FOR HOOD OVERHANG, DRAINAGE AND OTHER ENCROACHMENTS. SEE PLAT NOTE 10 SHEET 1, (TYPICAL)
 - 2 PUBLIC UTILITY EASEMENT; SEE PLAT NOTE 8, SHEET 1, (TYPICAL)
 - 3 MAXIMUM BUILDING ENVELOPE (SEE DETAIL ABOVE)

[illegible]

ABBREVIATIONS

MINUTE EFFECT
• SE CONCENTRATIONS
• DEGRADATION
AL ALG LENGTH
BDOC BIOLOGICAL DEGRADATION OF CURVE
CA CALYPS TABLE LABEL
CE CRYSTAL
CHORD BEARING

ABBREVIATIONS	PLANNED UNIT DEVELOPMENT	PUBLIC UTILITY CEMENT
AC	ACRYLIC	RADIUS
AD	ADHESIVE	RADIAL BEARING
AF	AFRICAN	RAND PLANT BOX
AG	AGRICULTURE	RIGHT OF WAY
AL	ALUMINUM	TYPICAL

ABBREVIATIONS

PA	PLAT BOOK
D.E	PUBLIC DRAINAGE
RD	EASEMENT
	PAGE(S)
CB	POINT OF BEGINNING
OC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY

ABBREVIATIONS

DEL	CENTRAL DELTA ANGLES
D.E.	PRIVATE CHAIRMAN'S EASEMENT
ID#	IDENTIFICATION NUMBER
LE	LICENSED BUSINESS
N.T.S.	NOT TO SCALE
(NR)	NOT RADIAL
PROBE	OFFICIAL RECORDS BOOK

ABBREVIATIONS

MINUTE EFFECT
• SE CONCENTRATIONS
• DEGRADATION
AL: ARC LENGTH
DOC: DEGREE OF CURVE
CA: CLAVIS TABLE LABEL
CE: CHORD BEARING
CHORD: CHORD

PLANNED UNIT DEVELOPMENT	PUBLIC UTILITY CEMENT
RADIUS	RADIAL BEARING
RAMP	ROUND PLANT BOX
RAMP	RIGHT OF WAY
RAMP	TYPICAL

ABBREVIATIONS

PA	PLAT BOOK
D.E	PUBLIC DRAINAGE
RD	EASEMENT
	PAGE(S)
CB	POINT OF BEGINNING
OC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY

ABBREVIATIONS

DEL	CENTRAL DELTA ANGLES
D.E.	PRIVATE CHAIRMAN'S EASEMENT
ID#	IDENTIFICATION NUMBER
LE	LICENSED BUSINESS
N.T.S.	NOT TO SCALE
(NR)	NOT RADIAL
PROBE	OFFICIAL RECORDS BOOK

ABBREVIATIONS

MINUTE EFFECT
• SE CONCENTRATIONS
• DEGRADATION
AL: ARC LENGTH
DOC: DEGREE OF CURVE
CA: CLAVIS TABLE LABEL
CE: CHORD BEARING
CHORD LENGTH