



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

3/12/2024

Subject:

Final Plat and Contract Approval, Re: Christian Commons
Developer: Plumosa Investment Partners, LLC District 2

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 infrastructure contract for Christian Commons.

Summary Explanation and Background:

There are three stages of review for 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 May 12, 2022. The preliminary plat and final engineering plans, which is the second stage of approval, were approved on May 8, 2023. 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.

Christian Commons is located at the southeast corner of East Merritt Island Causeway and North Plumosa Street in a Community Commercial District designated by Brevard County's Future Land Use Map. Potable water for the subdivision will be provided by the City of Cocoa, and sewer service will be provided by Brevard County. The proposed subdivision contains 6 lots on 6.72 acres. Staff has reviewed the final plat and contract for Christian Commons and has determined that it complies with the applicable ordinances.

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: 22SP00023, 23FM00007

Contact: Tim Craven, Planner III, Ext. 58266

Clerk to the Board Instructions:

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



March 13, 2024

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director Attn: Tim Craven

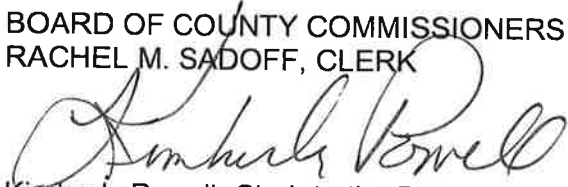
RE: Item F.2., Final Plat and Contract Approval for Christian Commons, Developer: Plumosa Investment Partners, LLC

The Board of County Commissioners, in regular session on March 12, 2024, in accordance with Section 62-2841(i) and Section 62-2844, granted final plat approval; and authorized the Chair to sign the final plat and Subdivision Infrastructure Contract for Christian Commons, Developer: Plumosa Investment Partners, LLC, subject to minor engineering changes, as applicable, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is the fully-executed and a certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Contracts Administration

Subdivision No. 23FM00007

Project Name Christian Commons

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 12 day of March, 2024, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Plumosa Investment Partners, 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 23FM00007. 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 31 day of December, 20 24.

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 \$ 89,562.50. 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. Sadoff, Clerk

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



Jason Steele, Chair

As approved by the Board on: MAR 12 2024, 2024.

WITNESSES:


Mary F. Gubinska

Bernice K. Brooks

PRINCIPAL:


Matthew T. Williams, as Manager
DATE 2/23/2024

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 23 day of February, 2024, by Matthew T. Williams who is personally known to me or who has produced u/h as identification and who did (did not) take an oath.

My commission expires:

S E A L

Commission Number:


Notary Public

Bernice K. Brooks
Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond No. RCB0050726

KNOW ALL MEN BY THESE PRESENTS:

That we, Plumosa Investment Partners, LLC, hereinafter referred to as "Owner" and, Contractors Bonding and 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 \$89,562.50, 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 8th day of May, 2023, 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 December 31, 2024, 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 22nd day of February, 2024.

OWNER:



SURETY:



Pre-approved Form reviewed for
Legal form and content: 12/18/07

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

John P. Fallace

in the City of Indianapolis, State of Florida, its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of May, 2021.



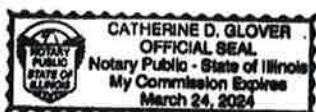
**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 27th day of May, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 22nd day of FEBRUARY, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

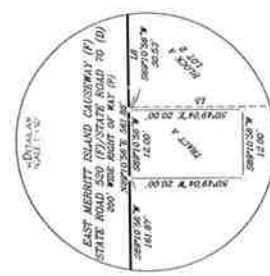
CHRISTIAN COMMONS

PLAT BOOK PAGE
SHEET 2 OF 2
SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST

A SUBDIVISION LIVING IN SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEYOND COUNTY, FLORIDA
BEING A REPLAT OF LOT 20, LOT 21 AND A PORTION OF LOT 19 OF THE PLAT OF HIGHLAND PARK SUBDIVISION, SECTION TWO, PG 10, PG 12



LOCATION MAP
SCALE: 1" = 2000' ±



LINE TABLE		CURVE TABLE	
LINE #	DIRECTION	CURVE #	DIRECTION
1	N 0° 05' 18" E	1	S 89° 59' 59" E
2	N 89° 05' 18" E	2	S 89° 59' 59" E
3	N 0° 05' 18" E	3	S 89° 59' 59" E
4	N 89° 05' 18" E	4	S 89° 59' 59" E
5	N 0° 05' 18" E	5	S 89° 59' 59" E
6	N 89° 05' 18" E	6	S 89° 59' 59" E
7	N 0° 05' 18" E	7	S 89° 59' 59" E
8	N 89° 05' 18" E	8	S 89° 59' 59" E
9	N 0° 05' 18" E	9	S 89° 59' 59" E
10	N 89° 05' 18" E	10	S 89° 59' 59" E
11	N 0° 05' 18" E	11	S 89° 59' 59" E
12	N 89° 05' 18" E	12	S 89° 59' 59" E
13	N 0° 05' 18" E	13	S 89° 59' 59" E
14	N 89° 05' 18" E	14	S 89° 59' 59" E
15	N 0° 05' 18" E	15	S 89° 59' 59" E
16	N 89° 05' 18" E	16	S 89° 59' 59" E

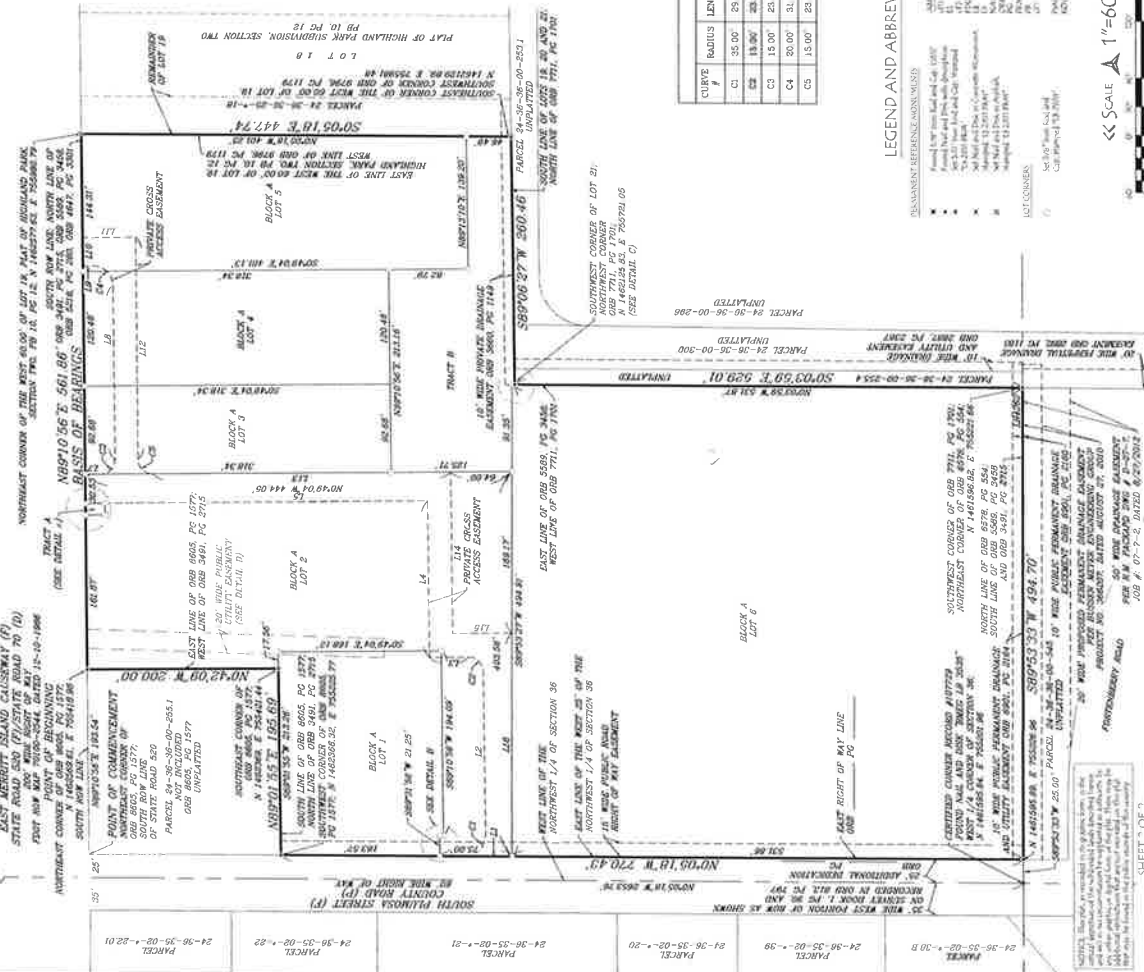
CURVE TABLE		LEGEND AND ABBREVIATIONS	
CURVE #	DIRECTION	SYMBOL	DESCRIPTION
1	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
2	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
3	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
4	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
5	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
6	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
7	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
8	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
9	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
10	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
11	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
12	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
13	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
14	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
15	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
16	S 89° 59' 59" E	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT

TRACT SUMMARY TABLE		LEGEND AND ABBREVIATIONS	
TRACT #	TRACT NAME	SYMBOL	DESCRIPTION
1	TRACT 1	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
2	TRACT 2	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
3	TRACT 3	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
4	TRACT 4	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
5	TRACT 5	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
6	TRACT 6	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
7	TRACT 7	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
8	TRACT 8	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
9	TRACT 9	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
10	TRACT 10	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
11	TRACT 11	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
12	TRACT 12	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
13	TRACT 13	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
14	TRACT 14	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
15	TRACT 15	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT
16	TRACT 16	[Symbol]	10' WIDE PRIVATE DRAINAGE EASEMENT



PLAT BOOK PAGE
SHEET 2 OF 2
SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST

A SUBDIVISION LIVING IN SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEYOND COUNTY, FLORIDA
BEING A REPLAT OF LOT 20, LOT 21 AND A PORTION OF LOT 19 OF THE PLAT OF HIGHLAND PARK SUBDIVISION, SECTION TWO, PG 10, PG 12

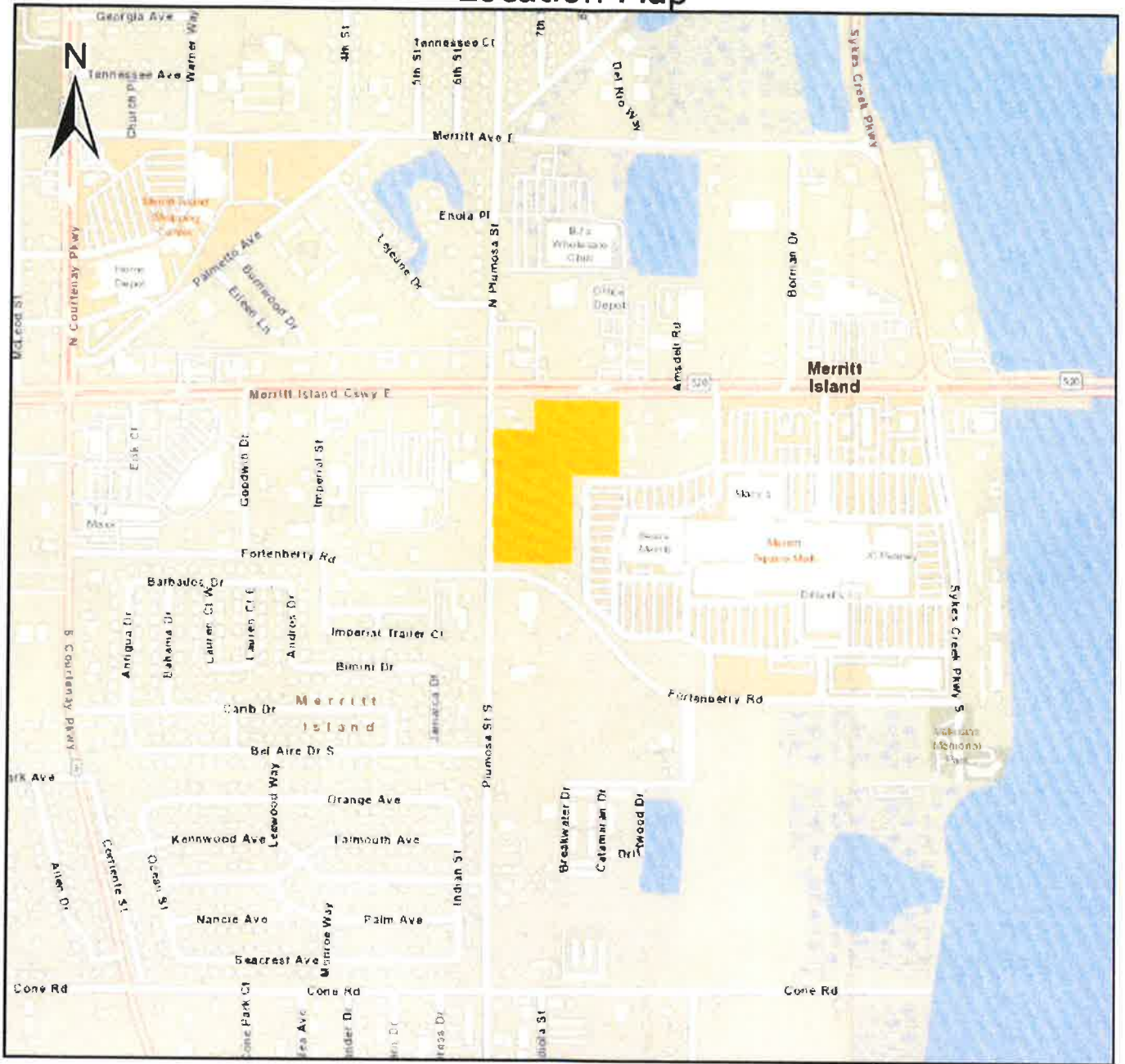


SEE SHEETS 2 OF 2 FOR DESCRIPTION, DETAIL AND NOTES



LICENSED SURVEYORS #1978
THE ALLEN BROS. SURVEYING / MEASURING ADDRESS: P.O. BOX 5186
GAINESVILLE, FL 32609-5186
(352) 337-4811

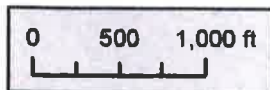
Location Map



Subject Property in Orange

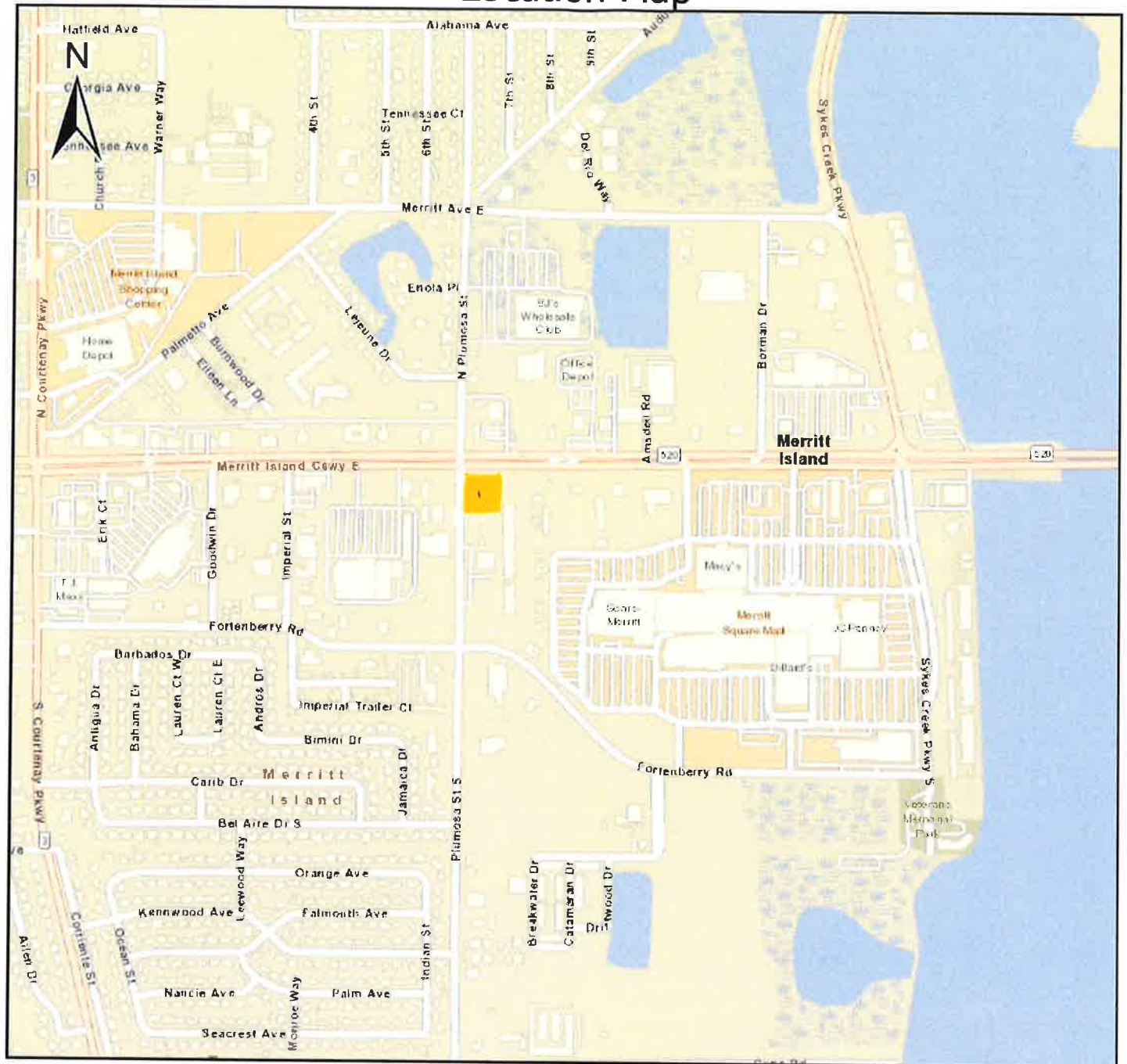
Disclaimer: This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Scale: 1:12,000
1 inch equals 1,000 feet



Old
F.2

Location Map



Subject Property in Orange

Disclaimer: 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.



Print Time: 2/23/2024 3:19 PM

Scale: 1:12,000
1 inch equals 1,000 feet

