

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY WATERMARK AT VENICE PINEBROOK FL, LLC, AND ACCEPTING A ONE YEAR DEVELOPERS CASH MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (WATERMARK AT VENICE PINEBROOK FL)

WHEREAS, Watermark at Venice Pinebrook FL, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and reclaimed water distribution lines for the rendering of water and reclaimed water services to Watermark at Venice Pinebrook FL, generally located on the south side of Curry Lane east of Pinebrook Road; and

WHEREAS, Developer, in accordance with the City of Venice Resolution No. 853-84 is desirous of turning over said improvements to the City of Venice; and

WHEREAS, the construction and installation of said improvements complies with the rules and regulations of the City of Venice; and

WHEREAS, Developer has submitted the documentation required by City of Venice Resolution No. 853-84, including a one-year developers cash maintenance bond and said documentation is acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, as follows:

SECTION 1. The above Whereas clauses are ratified and confirmed as true and correct.

SECTION 2. The potable water distribution lines, reclaimed water distribution lines, and necessary appurtenances, in the area described above, are hereby accepted as part of the utility system of the City of Venice, Florida.

SECTION 3. The Bill of Sale attached hereto as Exhibit "1", is hereby accepted by the City of Venice, Florida.

SECTION 4. The one-year developers cash maintenance bond attached hereto as Exhibit "2", is hereby accepted by the City of Venice, Florida.

SECTION 5. This Resolution shall take effect immediately upon its approval and adoption as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 11TH DAY OF APRIL 2023.

Nick Pachota, Mayor

ATTEST:

Kelly Michaels, MMC, City Clerk

I, Kelly Michaels, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of the City of Venice, Florida, at a meeting thereof duly convened and held on the 11th day of April 2023, a quorum being present.

WITNESS my hand and official seal of said City this 11th day of April 2023.

Kelly Michaels, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Watermark at Venice Pinebrook FL, LLC, PARTY OF THE FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE, PARTY OF THE SECOND PART, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

All pipelines, pipes, tees, ells, connections, cut-offs, valves, and all other equipment used for, useful for, and/or in connection with, the public portion of the water and reclaimed water distribution systems constructed and installed by the party of the first part in the subdivision and lands described as follows: Watermark at Venice Pinebrook FL

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said public portion of the water and reclaimed water distribution systems to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said public portion of the water and reclaimed water distribution systems.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid public portion of the water and reclaimed water distribution systems, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 16th day of November, 2022.

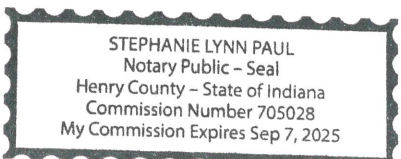
WITNESSES:
Daniel R Sink
Print Name: Daniel R Sink
Brian C Frietz
Print Name: Brian C Frietz

Paul M. Thrift
Watermark at Venice Pinebrook FL, LLC
Paul M. Thrift, Manager

STATE OF INDIANA)
COUNTY OF Marion

Subscribed before me this 16th day of November, 2022
by Paul M. Thrift, as Manager for Watermark at Venice Pinebrook FL, LLC, a Delaware limited liability, by means of physical presence or online notarization who is personally known to me or has produced _____ as identification.

Stephanie Lynn Paul
Notary Public

Notary stamp: 

DEVELOPERS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Watermark at Venice Pinebrook FL, LLC, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of Four Thousand Six Hundred Thirty One (\$4,631.00) Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer, to secure this obligation, has deposited with the City, the sum of \$4,631.00, which sum shall be held in a special account at a local bank or savings and loan association until this obligation is satisfied.

WHEREAS, the Developer has developed a multi-family development in Venice, Florida, known and identified as Watermark at Venice Pinebrook FL, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.

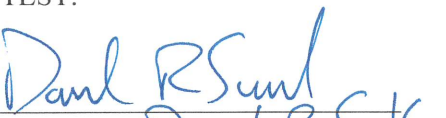
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the cash deposit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs and pay all costs, both direct and incidental, from the proceeds of this bond.

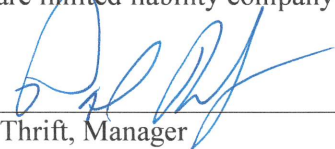
The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 16th day of November, 2022.

ATTEST:


Print Name: Daniel R. Sunk

DEVELOPER: Watermark at Venice Pinebrook FL, LLC
a Delaware limited liability company



Paul M. Thrift, Manager

EXHIBIT A



October 31, 2022

Ms. Kathleen Weeden, P.E.
City Engineer
City of Venice
401 West Venice Avenue
Venice, Florida 34285

Re: Public Portion of Watermark at Venice Water & Reclaim Distribution Lines

Our Ref: 149876005

Dear Ms. Weeden:

This letter is to certify that the final costs of the installation of the water distribution lines and reclaim water distribution lines serving Watermark at Venice that are to be turned over to the City of Venice are:

Water Distribution Cost	\$	30,250.00
Reclaim Water Distribution Cost	\$	622.00
TOTAL	\$	30,872.00
15% Total for Maintenance Bond	\$	4,631.00

Attached is EXHIBIT A, a cost breakdown.

Sincerely,

KIMLEY HORN AND ASSOCIATES, INC.

Kyle C. Kragel, P.E.
Florida Registration #88712

KCK: (Y:\149876005\KCK\KIMLEY_HORN\CONSTRUCTION\Bonds\2022-10-31_Maintenance Bond Letter.docx)

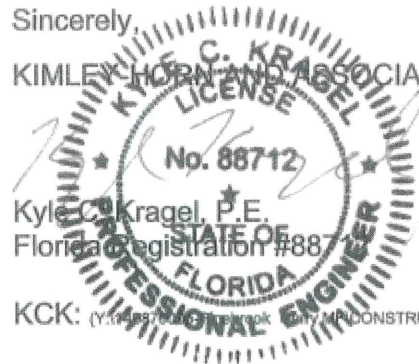
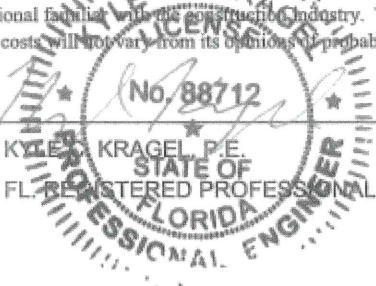


EXHIBIT A - FINAL COST OF CONSTRUCTION					
FOR					
CITY OF VENICE MAINTENANCE BOND					
Watermark at Venice - Public Utility Improvements					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. WATER DISTRIBUTION					
DOMESTIC WATER					
1	8" PVC DR-18, C900 WATER MAIN	20	LF	150.00	\$ 3,000.00
2	8" BACKFLOW & METER ASSEMBLY	1	EA	27,000.00	\$ 27,000.00
3	PRESSURE TESTING OF MAIN	1	LS	125.00	\$ 125.00
4	CHLORINATION & BACTERIA TESTING	1	LS	125.00	\$ 125.00
DOMESTIC WATER TOTAL					\$ 30,250.00
RECLAIM WATER					
1	2" PVC DR-18, C900 RECLAIM MAIN	9	LF	38.00	\$ 342.00
2	1" METER ASSEMBLY	1	EA	280.00	\$ 280.00
RECLAIM WATER TOTAL					\$ 622.00
WATER DISTRIBUTION TOTAL					\$ 30,872.00
SUMMARY					
I. WATER DISTRIBUTION					30,872.00
Watermark at Venice - Public Utility Improvements TOTAL					\$ 30,872.00
15% OF TOTAL FOR MAINTENANCE BOND					\$ 4,631.00

Disclaimer: The Registered Professional has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Registered Professional at this time and represent only the Registered Professional's judgment as a design professional familiar with the construction industry. The Registered Professional cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

10/31/22



 KYLE KRAGEL, P.E.
 STATE OF
 FLORIDA
 REGISTERED PROFESSIONAL ENGINEER