

**RESOLUTION NO. 2020-12**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY BORDER AND JACARANDA HOLDINGS, LLC AND ACCEPTING A ONE YEAR DEVELOPERS CASH MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (CIELO SUB-PHASE 2)**

**WHEREAS**, Border and Jacaranda Holdings, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for the rendering of potable water services to the following described property: Cielo Sub-phase 2; 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 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 and necessary appurtenances, in the area above described, are hereby accepted as part of the water 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 upon receipt of clearance from the Department of Health to place the water line in service.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON  
THE 26TH DAY OF MAY 2020.**

\_\_\_\_\_  
Ron Feinsod, Mayor, City of Venice

ATTEST:

\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, 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 26th day of May 2020, a quorum being present.

WITNESS my hand and official seal of said City this 26th day of May 2020

\_\_\_\_\_  
Lori Stelzer, 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 Border and Jacaranda Holdings, 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, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution system constructed and installed by the party of the first part in the subdivision and lands described as follows:

Cielo Sub-phase 2 will consist of approximately 87 LF of 2" PVC, 1143 LF of 8" PVC. In relation to the record drawings, this includes from the tie-in shown on sheet 40 (8" GV, point 50222) to the end of the sub-phase on sheet 43 (8" GV, point 74001). This can be described as lots 1 through 8, 64 through 71, and amenity.

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 water distribution system 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 water distribution system.

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 water distribution system, 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 7 day of April, 2020.

Signed: \_\_\_\_\_

Date: 4/7/2020

WITNESSES:

Kathryn A. Pignatelli  
Kathryn A. Pignatelli

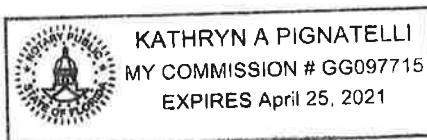
Michelle Nagy  
Michelle Nagy

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

Subscribed before me this 7th day of April, 2020, by James R. Schier,  
who is personally known to me or has produced \_\_\_\_\_ as identification.

Kathryn A. Pignatelli  
Notary Public

Notary stamp:



CERTIFICATION

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared James R. Schier, who being duly sworn, upon oath certifies:

That no advance or contributions in aid of construction, refundable or non-refundable, have been made by customers or potential customers of the City of Venice Utility Department, or by the owner or owners, past or present, of any lots or tracts being served by the water distribution system to and within that subdivision and lands known and described as:

Cielo Sub-phase 2 will consist of approximately 87 LF of 2" PVC, 1143 LF of 8" PVC. In relation to the record drawings, this includes from the tie-in shown on sheet 40 (8" GV, point 50222) to the end of the sub-phase on sheet 43 (8" GV, point 74001). This can be described as lots 1 through 8, 64 through 71 and amenity.

or by others (except as listed herein and here list any contributors if applicable)

for the connection of such facilities; that there are no past or existing agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being serviced or to be served by such facilities which might adversely affect the operation of the water distribution or which might result in claims that all or some part of the cost of the water distribution system have been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

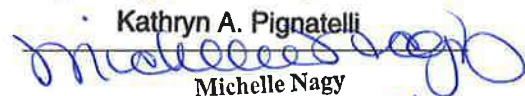
Signed: 

Dated at 5800 Lakewood Ranch Blvd, this 7 day of April, 2020.  
Sarasota, FL 34240

WITNESSES:



Kathryn A. Pignatelli



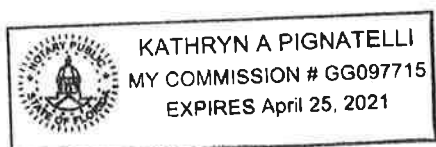
Michelle Nagy

Subscribed before me this 7<sup>th</sup> day of April, 2020, by James R. Schier  
who is personally known to me or who produced \_\_\_\_\_ as identification.

  
Notary Public

Notary Stamp:

Commission No. GG097715



## DEVELOPERS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Border and Jacaranda Holdings, 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 One Thousand Fifty Dollars and Ninety Three Cents (\$1,050.93), 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 \$1,050.93, 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 Subdivision in Venice, Florida, known and identified as Cielo, Subphase 2, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.

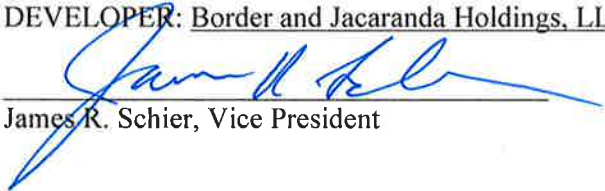
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said 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 15<sup>th</sup> day of April, 2020.

DEVELOPER: Border and Jacaranda Holdings, LLC

  
James R. Schier, Vice President

ATTEST:



Secretary

Priscilla G. Heim