

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (FIORE)

WHEREAS, Neal Communities of Southwest Florida, LLC, hereinafter referred to as "Developer", has installed potable and reclaimed water distribution lines and necessary appurtenances for the rendering of potable and reclaimed water services to the following described property: Fiore, generally located east of Laurel Road and Jacaranda Boulevard; 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 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 and reclaimed 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 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 22nd DAY OF MARCH 2022.**

Ron Feinsod, Mayor, City of Venice

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 22nd day of March 2022, a quorum being present.

WITNESS my hand and official seal of said City this 22nd day of March 2022.

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 Neal Communities of Southwest, 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, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution constructed and installed by the party of the first part in the subdivision and lands described as follows:

All water facilities to the point of delivery or connection, including water, reclaimed water lines, pipes, and related equipment (listed in Exhibit B) constructed in and for the development of Fiore, located in the private rights-of-way and easements contained within the property described in the attached Exhibit A (which includes a legible legal description and sketch of the property on which the improvements are located). The said water facilities are tabulated on the attached Exhibit B.

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 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 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 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 10th day of March, 2022.

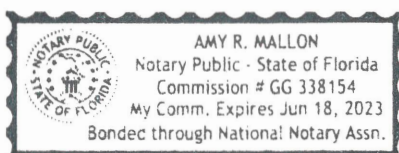
WITNESSES:

Conor Burke
Max Good

Manic Evans
Manic Evans

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 10 day of March, 2022 by Manic Evans, as Vice President of Land Development Neal Communities of Southwest, FL, LLC, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.



Amy R. Mallon
Notary Public
Print Name: Amy R. Mallon
My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS INSTRUMENT # 2014028405 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

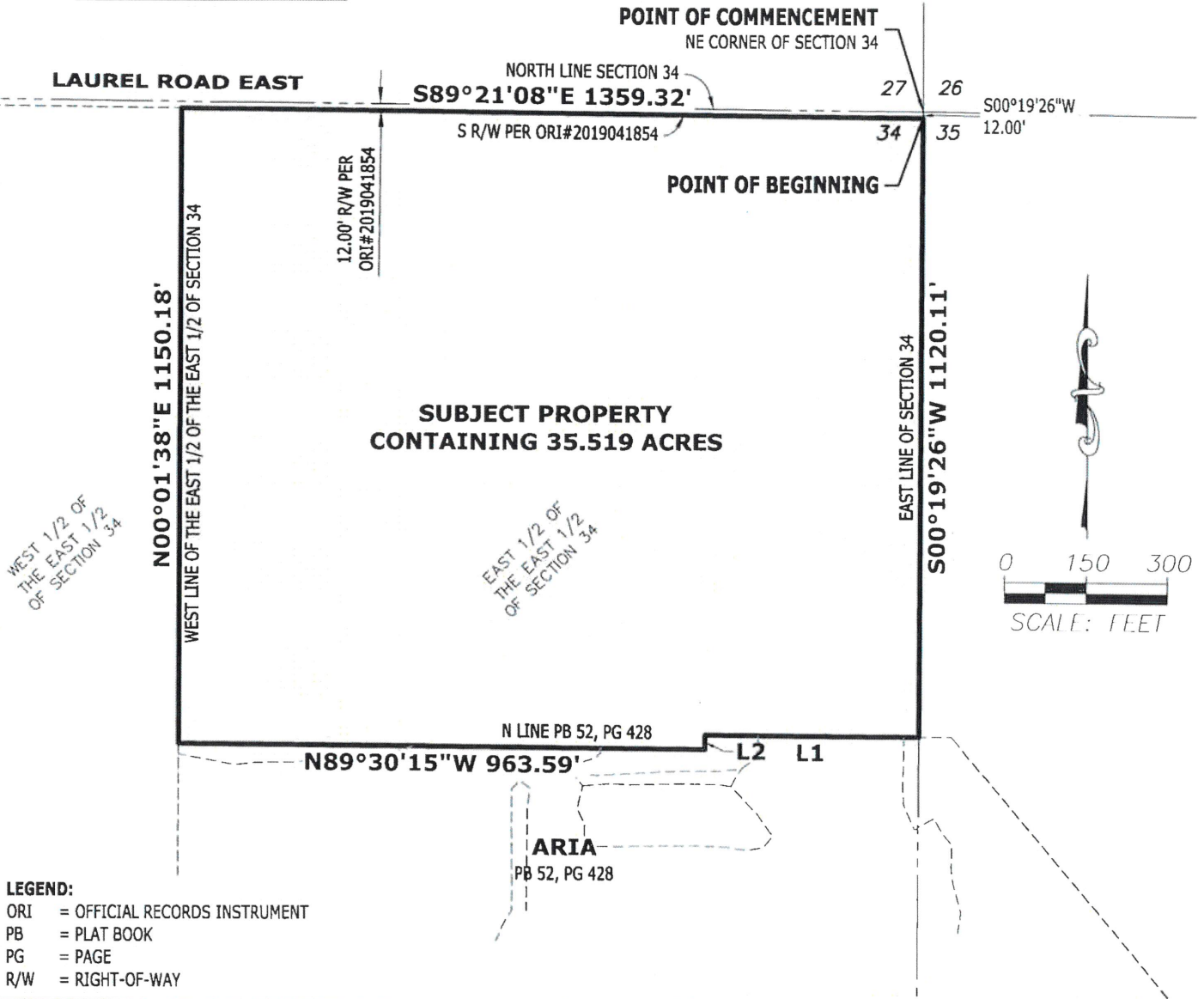
COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE SOUTH 00°19'26" WEST, ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 12.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF LAUREL ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT # 2019041854 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 00°19'26" WEST A DISTANCE OF 1,120.11 FEET TO THE NORTH LINE OF ARIA ACCORDING TO PLAT BOOK 52, PAGE 428 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°30'30" WEST, A DISTANCE OF 389.84 FEET; (2) SOUTH 00°08'44" WEST, A DISTANCE OF 26.40 FEET; (3) NORTH 89°30'15" WEST, A DISTANCE OF 963.59 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF SAID SECTION 34; THENCE NORTH 00°01'38" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,150.18 FEET TO AFORESAID SOUTH RIGHT-OF-WAY OF LAUREL ROAD; THENCE SOUTH 89°21'08" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1,359.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.519 ACRES.

THIS IS NOT A SURVEY

SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°30'30"W	389.84'
L2	S00°08'44"W	26.40'



LEGEND:

ORI = OFFICIAL RECORDS INSTRUMENT
PB = PLAT BOOK
PG = PAGE
R/W = RIGHT-OF-WAY

LAUREL

TOWNHOMES

SCALE 1" = 300'	DATE 9/9/2019	JOB No. 2019-3976-00
DRAWN JEB	CHECKED JEB	SECTION 34
		TOWNSHIP 28 SOUTH
		RANGE 19 EAST



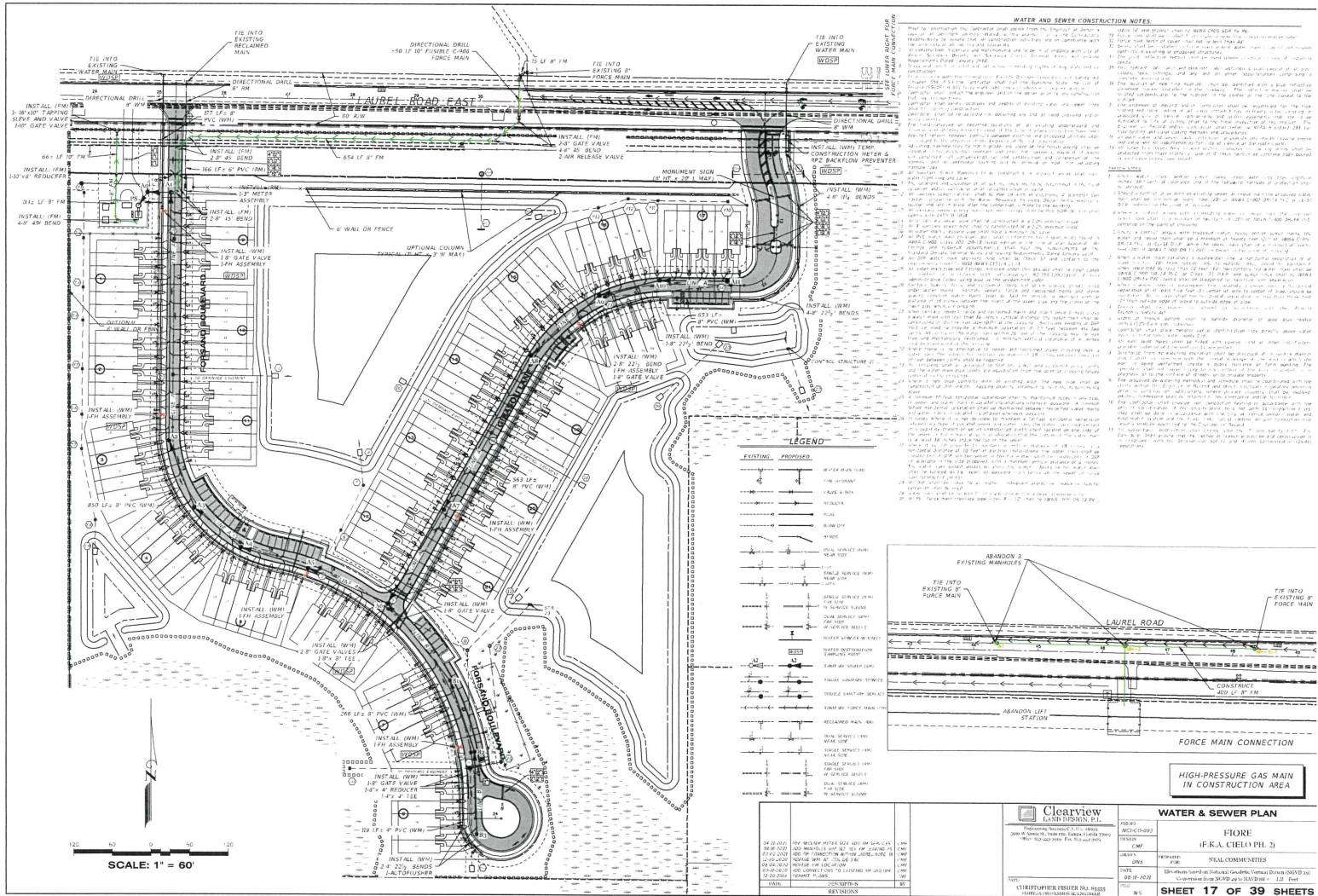
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original
signature and seal of a Florida licensed Surveyor and Mapper.

Joseph E. Beckman
JOSEPH E. BECKMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS7204

CERTIFICATE OF AUTHORIZATION No. LB 2610

Exhibit B



PROJECT: Fiore

Unit	QTY	Description
LF	2500	8" PVC WM
LF	120	4" PVC WM
EA	7	8" Gate Valve
EA	33	Valve Box on Long Services
EA	2	8"x4" Cross Reducer
EA	2	12"x8" Tee
EA	1	8"x8" Tee
EA	6	Fire Hydrant Assembly
EA	3	8" MJ Bend 22.5°
EA	4	8" MJ Bend 11.25°
EA	2	4" MJ Bend 22.5°
EA	1	Lift Station Water Service
EA	1	Dog Park Water Service
EA	1	Blowoff
EA	1	Auto Flush Assembly
EA	14	Single Service Short
EA	11	Single Service Long
EA	29	Double Service Short
EA	22	Double Service Long

DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Neal Communities of Southwest Florida, 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 Fifty-three Thousand Nine Hundred Three Dollars and Fifty-five Cents (\$53,903.55) 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 provided the City with an Irrevocable Standby Surety Bond No. 4164769 in the amount of \$53,903.55 issued by Great American Insurance Company, which expires on 22, 2023, the original of which is attached hereto.

WHEREAS, the Developer has developed a Subdivision in Venice, Florida, known and identified as Fiore, 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 letter of credit 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 8th day of February, 2022.

ATTEST:

Rosella B. Harris
Secretary

DEVELOPER: Neal Communities of Southwest Florida LLC

Mary M. Reynolds

ATTEST:

Fanni Kellen
Secretary

SURETY: Great American Insurance Company

Mary Martha Langley
Mary Martha Langley, Attorney-in-Fact and
Florida Licensed Resident Agent

MAINTENANCE BOND

Bond No.: 4164769

Principal Amount: \$53,903.55

KNOW ALL MEN BY THESE PRESENTS, that we Neal Communities of Southwest Florida, LLC, 5800 Lakewood Ranch Blvd., Sarasota, FL 34240, as Principal, and Great American Insurance Company, 301 E Fourth Street, Cincinnati, OH 45202 a Ohio Corporation, as Surety, are held and firmly bound unto City of Venice, 401 West Venice Ave., Venice, FL 34285, as Oblige, in the penal sum of Fifty-Three Thousand Nine Hundred Three and 55/100 (Dollars) (\$53,903.55), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Neal Communities of Southwest Florida, LLC has agreed to construct in Fiore, in Venice, FL the following improvements:

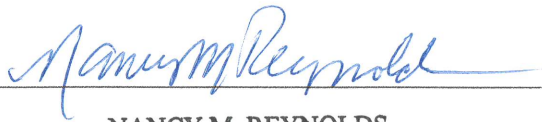
Site Improvements per the Engineer's Estimate for Maintenance Bond at 15% of the \$359,357.00 cost of such improvements, for Fiore, consisting of water.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.

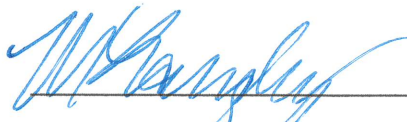
Signed, sealed and dated, this 8th day of February, 2022.

Neal Communities of Southwest Florida, LLC
Principal



By: NANCY M. REYNOLDS

Great American Insurance Company
Surety



By: Mary Martha Langley, Attorney-in-Fact and
Florida Licensed Resident Agent

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of February, 2022



Steph L. C. B.

Assistant Secretary

**COST BREAKDOWN
EXHIBIT A**

PROJECT NAME: Fiore

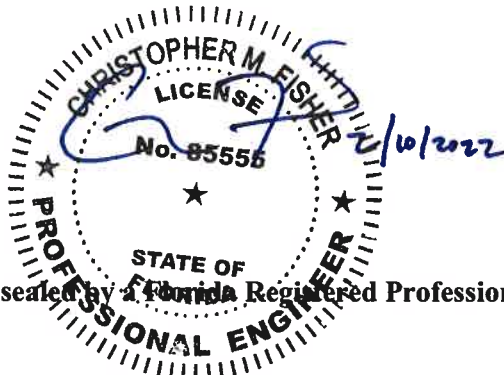
WATER SYSTEM:

QUANTITY	SIZE	DESCRIPTION	COST
<u>2500 LF</u>	<u>8"</u>	PVC Water Main	<u>\$70,000.00</u>
<u>120 LF</u>	<u>4"</u>	PVC Water Main	<u>\$1,560.00</u>
<u>7 EA</u>	<u>8"</u>	Gate Valve	<u>\$12,600.00</u>
<u>1 EA</u>	<u>8"x 4"</u>	Reducer	<u>\$3,000.00</u>
<u>6 EA</u>	<u>N/A</u>	Fire Hydrant Assembly	<u>\$33,600.00</u>
<u>1 EA</u>	<u>8"x8"</u>	Tee	<u>\$2,750.00</u>
<u>2 EA</u>	<u>12"x 8"</u>	Tapping Sleeve and Valve	<u>\$21,000.00</u>
<u>7 EA</u>	<u>8"</u>	Bends	<u>\$4,025.00</u>
<u>2 EA</u>	<u>4"</u>	Bends	<u>\$1,100.00</u>
<u>129 EA</u>	<u>N/A</u>	Polyethylene Services w/corporations, curb stops & meter boxes	<u>\$139,580.00</u>
Other <u>1 EA</u>	<u>2"</u>	Blowoff	<u>\$1,800.00</u>
Other <u>1 EA</u>	<u>2"</u>	Auto Flush Assembly	<u>\$11,800.00</u>
Other <u>1 EA</u>	<u>N/A</u>	Pressure Testing	<u>\$4,192.00</u>
Other <u>1 EA</u>	<u>N/A</u>	Chlorination & Bac-Ts	<u>\$4,454.00</u>
Sub-Total:			<u>\$311,461.00</u>

RECLAIM WATER SYSTEM:

<u>220 LF</u>	<u>6"</u>	PVC Water Main	<u>\$15,440.00</u>
<u>1 EA</u>	<u>10"x 6"</u>	Tapping Sleeve and Valve	<u>\$10,500.00</u>
<u>1 EA</u>	<u>6"</u>	Gate Valve	<u>\$1,700.00</u>
<u>1 EA</u>	<u>3"</u>	Meter Assembly	<u>\$20,000.00</u>
Other <u>1 EA</u>	<u>N/A</u>	Pressure Testing	<u>\$256.00</u>

Sub-Total:	<u>\$47,896.00</u>
Total Cost:	<u>\$359,357.00</u>
15% Bond:	<u>\$53,903.55</u>



Must be signed & sealed by a Florida Registered Professional Engineer