

RESOLUTION NO. 2023-43

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY LAUREL ROAD DEVELOPMENT, LLC, AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (MIRASOL)

WHEREAS, Laurel Road Development, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and wastewater collection systems for the rendering of utility services to the following described property: Mirasol, generally located north of Laurel Road and East of Knights Trail 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 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, wastewater collection systems, 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 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 10TH DAY OF OCTOBER 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 10th day of October 2023, a quorum being present.

WITNESS my hand and official seal of said City this 10th day of October 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 **Laurel Road Development, 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, manholes, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution and wastewater collection systems constructed and installed by the party of the first part in the subdivision and lands described as follows:

Mirasol

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 and waste water collection 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 and waste water collection 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 and wastewater collection systems, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.


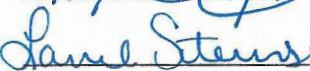
TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

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 30 day of MARCH, 2023.

Laurel Road Development, LLC, a Florida limited liability company
By: Vanguard Realtors, LLC, a Florida limited liability company, as its Manager


By: John R. Peshkin, as its Manager

WITNESSES



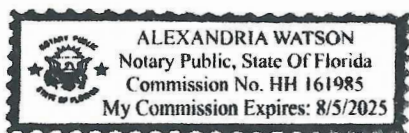
ALEXANDRIA WATSON
Laurel Stevens

STATE OF FLORIDA
COUNTY OF SARASOTA

Subscribed before me this 30 day of MARCH, 2023,
by JOHN PESHKIN, who is personally known to me or has produced
as identification.


Notary Public

Notary stamp:



DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that LAUREL ROAD DEVELOPMENT, LLC, a Florida limited liability company, 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 Nine Thousand Six Hundred and Fifty-One and 00/100 (\$9,651.00) 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 provided the City with a Surety Bond No. 810014978 in the amount of \$9,651.00 issued by Atlantic Specialty Insurance Company, a New York Corporation, the original of which is attached hereto.

WHEREAS, the Developer has developed a Subdivision in Venice, Florida, known and identified as Mirasol, 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 Surety Bond 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 17th day of April, 2023.

ATTEST:

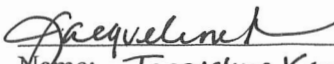
DEVELOPER:

Laurel Road Development, LLC
a Florida limited liability company

By: Vanguard Realtors, LLC
a Florida limited liability company
Its Manager


By: John R. Peshkin
as its Manager


Name: ALEXANDRIA WATSON


Name: Jacqueline Kruse

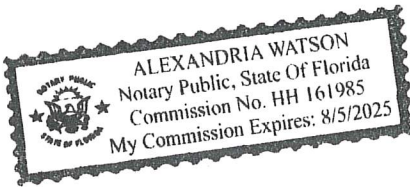
DEVELOPER ACKNOWLEDGMENT FORM

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 17th day of April, 2023, before me personally appeared John R. Peshkin, to me known, who, being by me first duly sworn, did depose and say that he is the Manager of Vanguard Realtors, LLC, a Florida limited liability company, the manager of LAUREL ROAD DEVELOPMENT, LLC, a Florida limited liability company, being the Developer described in the foregoing instrument.

My commission expires:

8.5.25



Alexandria Watson
Notary Public
State of Florida

ALEXANDRIA WATSON
Printed Name of Notary Public

HH161985
Notary Public Commission Number



Mirasol East Utility Estimate

Including: 660 LF of 8" Watermain, 2 Gate Valves, 1 Fire Hydrant & 170 LF of 6" Sewer Service

Exhibit "A"

I Bobbi R. Claybrooke, P.E., a Florida Registered Engineer, License No 90804, do hereby estimate the cost of improvements to be completed as itemized below is \$64,339.97 and that 15% of this amount is \$9,651.00.

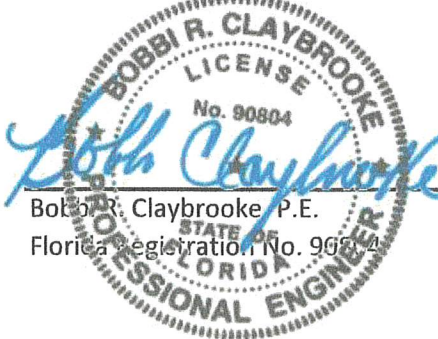
Watermain

Description	Qty Remaining	UOM	Unit Price	Total
Connect to Existing 8" Main	1	EA	\$2,130.81	\$2,130.81
12" X 8" Tapping Sleeve & Valve	1	EA		
8" DR 18 PVC	660	LF	\$46.35	\$30,591.00
Fire Hydrant Assembly	1	EA	\$6,131.84	\$6,131.84
8" X 6" Tee	1	EA	\$8,189.54	\$8,189.54
6" Gate Valve	1	EA		
8" Gate Valve	1	EA		
12" X 8" Tapping Sleeve & Valve	1	EA		
Chlorine Injection Point	2	EA	\$611.22	\$1,222.44
Pressure Test & Bac-T	1	EA	\$4,002.54	\$4,002.54
Subtotal				\$ 52,268.17

Sewer System

Description	Qty Remaining	UOM	Unit Price	Total
Tie-in Existing Clean-out	2	EA	\$ 1,077.42	\$ 2,154.84
6" Sewer Service (line from Lot #10 to	130	LF	\$45.62	\$7,755.40
6" Sewer Service (line from Lot #12 to	40	LF		
6" Sewer Service Clean-out	2	EA	\$ 1,080.78	\$ 2,161.56
Subtotal				\$ 12,071.80

GRAND TOTAL	\$ 64,339.97
Maintenance Bond Amount	\$ 9,651.00



04/11/2023

Bobbi R. Claybrooke, P.E.
 Florida Registration No. 90804

Date

UTILITY MAINTENANCE BOND

Bond No.: 810014978

Principal Amount: \$9,651.00

KNOW ALL MEN BY THESE PRESENTS, that we, LAUREL ROAD DEVELOPMENT, LLC, 7350 Point of Rocks Road, Sarasota, Florida, 34242, a Florida limited liability company as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN, 55441, a New York Corporation, as Surety, are held and firmly bound unto The City of Venice, 401 West Venice Ave., Venice, FL 34285, a municipal corporation, (the "City"), as Obligee, in the penal sum of Nine Thousand Six Hundred and Fifty-One and 00/100 (\$9,651.00) Dollars, 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, LAUREL ROAD DEVELOPMENT, LLC has constructed in Mirasol Subdivision, in Venice, FL the following improvements:

Water Main and Sewer System, per the Contractor's Certification of final costs of installation of such systems at a total cost of \$64,339.37.

In connection with the installation of such systems, the City requires a Utility Maintenance Bond at 15% of the total cost of improvements of \$64,339.37, for Mirasol East Utilities, including 660 LF of 8" Watermain, 2 Gate Valves, 1 Fire Hydrant and 170 LF of 6" Sewer Service, for a period of one year.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal 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 Principal shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, and shall save the Obligee 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 Obligee indicating that the improvements have not been maintained, repaired or replaced, will complete the maintenance, repair or replacement or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the maintenance, repair or replacement.

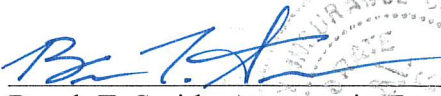
Signed, sealed and dated, this 17th day of April, 2023.

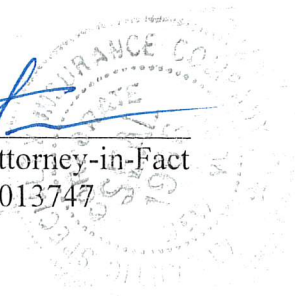
Laurel Road Development, LLC
a Florida limited liability company
Principal

By: Vanguard Realtors, LLC
a Florida limited liability company, its Manager

By: 
John. R. Peshkin, as its Manager

Atlantic Specialty Insurance Company.
A New York Corporation
Surety

By: 
Brook T. Smith, Attorney-in-Fact
Florida License #2013747





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

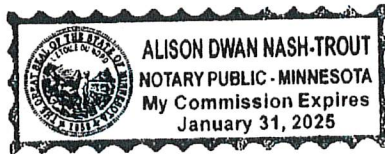


Paul J. Brehm

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of April, 2023



Kara Barrow

Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
2601 Blair Stone Road
Tallahassee, FL 32399-1037

SMITH, BROOK T
2307 RIVER ROAD, SUITE 200
LOUISVILLE, KY 40206

FILE NUMBER 36219

AMOUNT PAID \$40.00

INITIAL PIN 9448

APPROVAL DATE 12/15/2021



STATE OF FLORIDA AC# 011157
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

LIC NO. 2013747 12/15/2021

PMW PROFESSIONAL INDIVIDUAL
OCCUPATIONAL (1021)
SMITH, BROOK T

IS LICENSED UNDER THE PROVISIONS OF CH. 550 F.S.
EXPIRATION DATE: **JUNE 30, 2024**

DETACH HERE