

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY VISTERA ASSOCIATES, LLC, AND BORDER ROAD INVESTMENTS, LLC, AND ACCEPTING A ONE YEAR DEVELOPERS CASH MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (VISTERA PHASE 1, 2ND SEGMENT)

WHEREAS, Vistera Associates, LLC, and Border Road Investments, LLC, hereinafter collectively referred to as "Developer", have installed potable water distribution lines and reclaimed water distribution lines for the rendering of water and reclaimed water services to Vistera Phase 1, 2nd Segment, generally located east of Knights Trail Road and South of Laurel 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 25TH 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 25th day of April 2023, a quorum being present.

WITNESS my hand and official seal of said City this 25th 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 Vistera Associates, LLC, and Border Road Investments, 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 and reclaimed distribution systems constructed and installed by the party of the first part in the subdivision and lands described as follows:

**300 LF of 8" PVC Watermain, 1,940 LF of 12" PVC Watermain,
1,940 LF of 8" Reuse Main and 55 LF of 4" Reuse Main Service Vistera, Phase 1, 2nd Segment**

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 and reclaimed 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 and reclaimed 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 and reclaimed 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 2nd day of March, 2023.



David Goben, Manager, Vistera Associates, LLC

WITNESSES:



ANDY RICHARDSON



Karolina Jadczak

STATE OF FLORIDA)

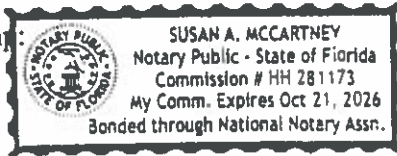
COUNTY OF SARASOTA)

Subscribed before me this 2 day of MARCH, 2023,

by DAVID GOBEN, who is personally known to me or has produced
as identification.


Notary Public

Notary stamp:





Janice Snow, Vice Chair, Laurel Road Community Development District

WITNESSES:



ANDY RICHARDSON



Karolina Jadczak

STATE OF FLORIDA)

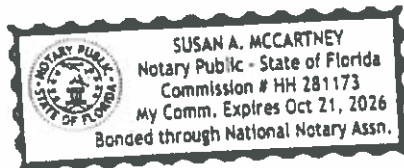
COUNTY OF SARASOTA)

Subscribed before me this 2 day of MARCH, 2023,

by JANICE SNOW, who is personally known to me or has produced
as identification.


Notary Public

Notary stamp:



[Signature]

David Goben, Manager, Border Road Investments, LLC

WITNESSES:

[Signature]

ANDY RICHARDSON

[Signature]

Karolina Jadczyk

STATE OF FLORIDA)

COUNTY OF ~~SARASOTA~~)

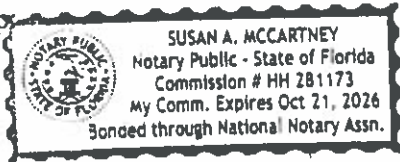
Subscribed before me this 2 day of MARCH, 2023,

by DAVID GOBEN, who is personally known to me or has produced
as identification.

[Signature]

Notary Public

Notary stamp:



DEVELOPERS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Border Road Investments, 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 Eight Thousand Forty Three Dollars and Sixty Three Cents (\$58,043.63) 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 \$58,043.63, 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 Residential Subdivision in Venice, Florida, known and identified as Vistera Phase 1, Second Segment, 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 22nd day of February, 2023

ATTEST:

[Signature]
Andy Richardson

DEVELOPER: Border Road Investments, LLC

[Signature]
David Goben, Manager

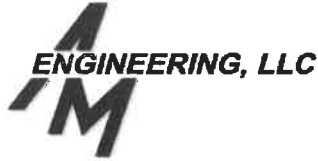
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2023 by DAVID GOBEN, as MANAGER President of BORDER ROAD INVESTMENTS LLC, by means of physical presence or online notarization, who is personally known to me or who produced _____ as identification.



[Signature]
Notary Public
Print Name: Susan A. McCartney
My Commission Expires:

EXHIBIT A



Civil Engineering | Land Surveying
 8340 Consumer Court Sarasota, FL 34240
 Phone: (941) 377-9178 | Fax: (941) 378-3786
 www.amengfi.com

Visterra of Venice - Phase 1, Segment 2 Utility Maintenance Bond Estimate

Water

| <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|---------------------------------|-----------------|-------------|-------------------|----------------------|
| 8" PVC Water Main (DR 18) | 300 | LF | \$ 38.00 | \$ 11,400.00 |
| 12" PVC Water Main (DR 18) | 1,940 | LF | \$ 79.00 | \$ 153,260.00 |
| Single Service | 12 | EA | \$ 1,180.00 | \$ 14,160.00 |
| Double Service | 16 | EA | \$ 2,030.00 | \$ 32,480.00 |
| 12" Gate Valve Assembly | 3 | EA | \$ 3,400.00 | \$ 10,200.00 |
| 8" Gate Valve Assembly | 2 | EA | \$ 2,200.00 | \$ 4,400.00 |
| 8" 45 Deg. Bend | 2 | EA | \$ 620.00 | \$ 1,240.00 |
| 8" Cap | 1 | EA | \$ 430.00 | \$ 430.00 |
| 12" Bend | 2 | EA | \$ 1,200.00 | \$ 2,400.00 |
| 12" x 8" Tee | 2 | EA | \$ 1,400.00 | \$ 2,800.00 |
| Restrained Joints | 0.15 | LS | \$ 50,000.00 | \$ 7,500.00 |
| Fire Hydrant Assembly | 2 | EA | \$ 6,200.00 | \$ 12,400.00 |
| Chlorination & Pressure Testing | 2,240 | LF | \$ 4.00 | \$ 8,960.00 |
| Subtotal | | | | \$ 261,630.00 |

Reuse Water

| <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|---------------------------------|-----------------|-------------|-------------------|----------------------|
| 8" PVC Reuse Water Main (DR 18) | 1,940 | LF | \$ 33.00 | \$ 64,020.00 |
| 4" PVC Reuse Water Main (DR 18) | 55 | LF | \$ 26.50 | \$ 1,457.50 |
| Single Service | 7 | EA | \$ 1,180.00 | \$ 8,260.00 |
| Double Service | 19 | EA | \$ 2,030.00 | \$ 38,570.00 |
| 8" Gate Valve Assembly | 1 | EA | \$ 2,200.00 | \$ 2,200.00 |
| 4" Gate Valve Assembly | 1 | EA | \$ 1,660.00 | \$ 1,660.00 |
| 8" 45° Bend | 6 | EA | \$ 620.00 | \$ 3,720.00 |
| 8"x4" Tee | 1 | EA | \$ 1,100.00 | \$ 1,100.00 |
| 4" Cap | 1 | EA | \$ 350.00 | \$ 350.00 |
| Chlorination & Pressure Testing | 1,995 | LF | \$ 2.00 | \$ 3,990.00 |
| Subtotal | | | | \$ 125,327.50 |

GRAND TOTAL **\$ 386,957.50**
 Maintenance Bond Amount \$ 58,043.63



Bobbi R. Claybrooke, P.E.
 Florida Registration No. 80804

2/6/2023
 Date