

RESOLUTION NO. 2020-46

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT AND ACCEPTING A ONE YEAR DEVELOPERS CASH MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (SARASOTA MEMORIAL HOSPITAL – VENICE PHASE 1)

WHEREAS, Sarasota County Public Hospital District, 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: Sarasota Memorial Hospital – Venice Phase 1, Laurel Road connection and Pinebrook Road connection; 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 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 8th DAY OF DECEMBER 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 8th day of December 2020, a quorum being present.

WITNESS my hand and official seal of said City this 8th day of December 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 Sarasota County Public Hospital District, 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, 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:

The Sarasota Memorial Hospital – Venice Phase 1 Laurel Road connection consisting of Point 70494 to Point 70498 (28.3 linear feet of 12" PVC water main and a 8" potable backflow preventer), Point 70497 to Point 70498 (21.1 linear feet of 12" PVC water main and a 10" fire backflow preventer), Point 70498 to Point 70167 (25 linear feet of 12" PVC water main), and Point 70167 to Point 70629 (244.0 linear feet of 12" HDPE water main).

And the Pinebrook Road connection consisting of Points 71090, 71089, 71093, 71088, and 71095 (38.3 linear feet of 12" PVC water main and a 10" fire backflow preventer and a 8" potable backflow preventer)

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 22 day of October, 2020.

William Woeltjen CFO
Signed

for President and CEO
Title

WITNESSES:

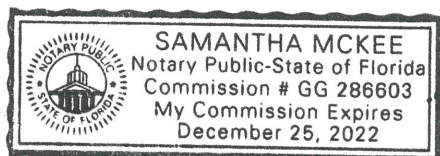
Masako Meranda
Masako Meranda

Samantha McKee
Samantha McKee

Reviewed and Approved
for Signature by
Carol Ann Kalish, Esq.
Chief Legal Officer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of October, 2020, by William Woeltjen, ^{for} as President of Sarasota County Public Hospital, by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.



Samantha McKee
Notary Public
Print Name: Samantha McKee
My Commission Expires: 12/25/2022

DEVELOPERS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Sarasota County Public Hospital District, 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 Twenty Six Thousand Four Hundred Thirty Eight Dollars and forty cents (\$26,438.40) 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 \$26,438.40, 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 hospital campus in Venice, Florida, known and identified as Sarasota Memorial Hospital – Venice, Phase 1, 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 22 day of October, 2020.

DEVELOPER: William Woeltjen CFO

ATTEST:

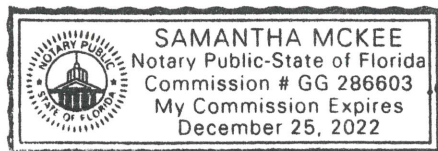
Chenaka Miranda
Secretary

For David Verinder
President/Vice President

Reviewed and Approved
for Signature by
Carol Ann Kalish, Esq.
Chief Legal Officer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of October, 2020, by William Woeltjen, as President of Sarasota County Public Hospital by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.



Samantha McKee
Notary Public
Print Name: Samantha McKee
My Commission Expires: 12/25/2022



EXHIBIT A

October 20, 2020

Via: Hand Delivery

File: 215614375

City of Venice
City Engineer's Office
210 West Venice Avenue
Venice, Florida 34285

Reference: **Watermain Extension – Laurel Road & Pinebrook Road – Final Utility Cost
Sarasota Memorial Hospital – Venice, Phase 1**

To Whom It May Concern:

This letter is to certify that the final costs of the installation of the Sarasota Memorial Hospital – Venice Phase 1 Laurel Road connection consisting of Point 70494 to Point 70498 (28.3 linear feet of 12" PVC water main and a 8" potable backflow preventer), Point 70497 to Point 70498 (21.1 linear feet of 12" PVC water main and a 10" fire backflow preventer), Point 70498 to Point 70167 (25 linear feet of 12" PVC water main), and Point 70167 to Point 70629 (244.0 linear feet of 12" HDPE water main). And the Pinebrook Road connection consisting of Points 71090, 71089, 71093, 71088, and 71095 (38.3 linear feet of 12" PVC water main and a 10" fire backflow preventer and a 8" potable backflow preventer) serving the Sarasota Memorial Hospital – Venice, Phase 1 that are to be turned over to the City of Venice are:

Water Distribution Cost \$ 176,256.00

Attached is EXHIBIT A, a cost breakdown.

Sincerely,

Sarasota County Public Hospital District

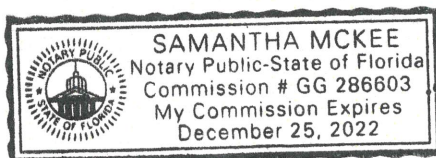
William Woeltjen CFO

for David Verinder
Authorized Delegate
Tel: 941-917-1804
E-Mail: tom.perigo@smh.com

Reviewed and Approved
for Signature by
Carol Ann Kalish, Esq.
Chief Legal Officer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of October, 2020, by William Woeltjen, as President of Sarasota County Public Hospital, by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.



Samantha McKee
Notary Public
Print Name: Samantha McKee
My Commission Expires: 12/25/2022

1700 South Tamiami Trail Sarasota, Florida 34239-3555
941-917-9000 www.smh.com

**COST BREAKDOWN
EXHIBIT A**

PROJECT NAME: Sarasota Memorial Hospital - Venice

WATER SYSTEM: Along Laurel Road and Pinebrook Road

	QUANTITY	SIZE	DESCRIPTION	COST
<u>LAUREL ROAD</u>				
	<u>244</u>	<u>12"</u>	HDPE Water Main	<u>\$ 43,920.00</u>
	<u>74.4</u>	<u>12"</u>	PVC Water Main	<u>\$ 13,392.00</u>
			PVC Water Main	
	<u>1</u>	<u>12"</u>	Gate Valve	<u>\$ 19,210.00</u>
	<u>1</u>	<u>10"</u>	Fire Backflow Preventer	<u>\$ 21,430.00</u>
	<u>1</u>	<u>8"</u>	Potable Backflow Preventer	<u>\$ 24,990.00</u>
		<u>"</u>	PVC Water Main	<u>\$ 00</u>
<u>PINEBROOK ROAD</u>				
	<u>38</u>	<u>12"</u>	PVC Water Main	<u>\$ 6,894.00</u>
	<u>1</u> EA	<u>10"</u>	Fire Backflow Preventer	<u>\$ 21,430.00</u>
	<u>1</u> EA	<u>8"</u>	Potable Backflow Preventer	<u>\$ 24,990.00</u>
	<u>EA</u>		Tapping Sleeves	
	<u>LF</u>		Polyethylene Services w/corporations, curb stops & meter boxes	
Other				
Other				
Sub-Total:				<u>\$ 176,256.00</u>

SANITARY SEWER: N/A

			Sanitary Sewer	
			Manholes	
			Lift Stations	
			PVC Force Main	
Other				
Other				
Sub-Total:				

RECLAIM WATER SYSTEM: N/A

		PVC Water Main	
		PVC Water Main	
		PVC Water Main	
		Gate Valve	
		Gate Valve	
		Gate Valve	
		Blowoffs	
		Polyethylene Services w/corporations, curb stops & meter boxes	
Other			

Sub-Total: _____

Total Cost: \$ 176,256.00

15% Bond: \$ 26,438.40

Must be signed & sealed by a Florida Registered Professional Engineer

