

RESOLUTION NO. 2023-09

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 a wastewater gravity sewer and force main for the rendering of utility services to the following described property: Sarasota Memorial Hospital-Venice, Phase 1, located at 2600 Laurel Road East; 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 wastewater gravity sewer and force main, and necessary appurtenances, in the area above described, 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 14TH DAY OF FEBRUARY 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 14th day of February 2023, a quorum being present.

WITNESS my hand and official seal of said City this 14th day of February 2023.

Kelly Michaels, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

Exhibit "1"

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:

The Sarasota Memorial Hospital – Venice Campus, Phase 1 gravity sewer and force main consisting of two sections of the sanitary sewer network on the Hospital campus.

The upstream portion includes 2 unlined sanitary sewer manholes (Manholes #7 & 8), 1 lined sanitary sewer manhole (Manhole #9), approximately 216' of 10" PVC gravity sanitary sewer main, and approximately 41' of 12" PVC gravity sewer main. The route is from point 70558, including points 70528 and 70527 to the Lift Station (point 70530).

The downstream portion includes approximately 1170' of 6" PVC force main and approximately 1240' of 6" DR-11 force main. The route is from a 4" plug valve exiting the Lift Station at point 20001 to a 6" force main WYE fitting and plug valve (points 70258 and 70256, respectively) proceeding eastwards and south along the 6" PVC force main to a 6" plug valve at point 71519. At point 71519, the pipe type transitions from 6" PVC to 6" DR-11 and continues south until a 6" plug valve at point 71549.

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 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 wastewater collection 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 wastewater collection 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 9th day of February, 2023.

WITNESSES:

[Signature]
[Signature]

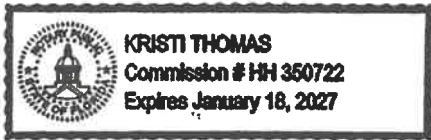
[Signature]
David Verinder, President & CEO

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 9th day of February, 2023, by David Verinder, as President and CEO of Sarasota County Public Hospital District, by means of physical presence or online notarization, who is personally known to me or who produced _____ as identification.

[Signature]
Notary Public
Print Name: Kristi Thomas
My Commission Expires: 1/18/27



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 Thirty Six Thousand Three Hundred Sixteen Dollars and Thirty Five Cents (\$36,316.35), 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 Check # 1163489 in the amount of \$36,316.35, 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 9th day of February, 2023.

ATTEST:

[Signature]
Secretary

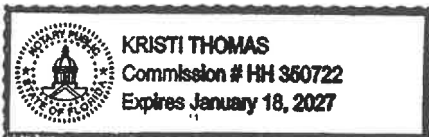
DEVELOPER:

[Signature]
President & CEO

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 9th day of February, 2023 by David Verinder, as President of Sarasota County Public Hosp D, by means of physical presence or online notarization, who is personally known to me or who produced N/A as identification.



[Signature]
Notary Public
Print Name: Kristi Thomas
My Commission Expires: 1/18/27



EXHIBIT A

**Engineer's Certified Cost of Construction
Gravity Sewer & Force Main Turnover**

City of Venice Maintenance Bond

Site Development Cost Breakdown Summary

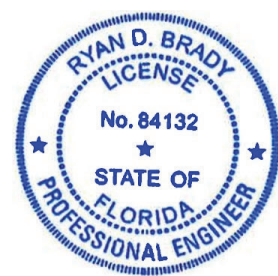
Gravity and Force Main	\$242,109.00
Total Cost Opinion	\$242,109.00
Total x 15%	\$36,316.35

Certificate of Cost Opinion

I, Ryan D. Brady, hereby submit that my opinion of cost for the improvements itemized herein is Two Hundred and Forty Two Thousand One-Hundred and Nine Dollars and No Cents (\$242,109.00)

Furthermore, as required by City of Venice, 15% of this amount, specifically, Thirty Six Thousand Three Hundred Sixteen Dollars and Thirty Five Cents (\$36,316.35), is the required amount of the maintenance bond.

Signed and sealed on this 9th day of February, 2023



Brady, Ryan
I am approving this document. This item has been electronically signed and sealed by Ryan D. Brady, PE, on the date indicated using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2023.02.09 15:05:00-05'00'

Signed: _____
Ryan D. Brady
Florida Registered Engineer No. 84132



Engineer's Certified Cost of Construction
Sarasota County Public Hospital District
Gravity Sewer & Force Main Turnover

Wastewater Collection - Gravity and Force Main

Item	Category	Unit	Quantity (est.)	Unit Price	Total
1)	Sanitary Manholes (Not Lined) (MH #7 and #8)	EA	2	\$8,350.00	\$16,700.00
2)	10" PVC Sanitary Sewer Piping	LF	208	\$82.00	\$17,056.00
3)	Sanitary Manholes (Lined) (MH #9)	EA	1	\$18,370.00	\$18,370.00
4)	12" PVC Sanitary Sewer Piping	LF	41	\$98.00	\$4,018.00
5)	6" PVC Force Main Piping (Open Cut)	LF	1,170	\$22.50	\$26,325.00
6)	6" DR-11 Force Main Piping (HDD)	LF	1,240	\$125.00	\$155,000.00
7)	6" Plug Valve	EA	2	\$2,320.00	\$4,640.00
Gravity Sewer & Force Main Turnover Grand Total:					\$242,109.00

All unit prices were provided by contractor, see attached excerpt provided.