

RESOLUTION NO. 2022-32

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY HATCHETT CREEK ASSOCIATES, LLC AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (WATERFRONT AT HATCHETT CREEK)

WHEREAS, Hatchett Creek Associates, LLC, 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: Waterfront at Hatchett Creek, generally located on Hatchett Creek Boulevard just east of Pinebrook 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 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 13TH DAY OF DECEMBER 2022.

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 13th day of December 2022, a quorum being present.

WITNESS my hand and official seal of said City this 13th day of December 2022.

Kelly Michaels, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

BILL OF SALE

Water Turnover

KNOW ALL MEN BY THESE PRESENTS, that HATCHETT CREEK ASSOCIATES, 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 system constructed and installed by the party of the first part in the subdivision and lands described as follows: Water Turnover for Waterfront at Hatchett Creek including 1,500 LF of 8" PVC and 3,318 Lf of 10" HDPE HDD Water Main

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 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 6 day of December, 2022.

WITNESSES:

[Signature]
Print Name: TENZIN KHARGARSHOEY

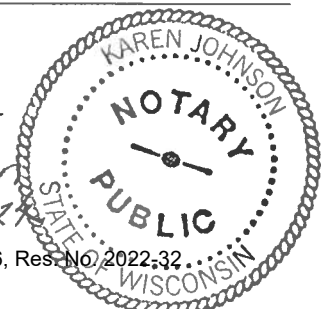
HATCHETT CREEK ASSOCIATES, LLC

By: [Signature]
Print Name: Joseph R. Gallina
Manager

STATE OF WISCONSIN
COUNTY OF DANE

The foregoing instrument was acknowledged before me this 6th day of December, 2022, by Joseph R. Gallina, as Manager of Hatchett Creek Associates, LLC by means of physical presence or online notarization, who is personally known to me or who produced NA as identification.

[Signature]
Notary Public
Print Name: Karen Johnson
My Commission Expires: 6-19-23



DEVELOPERS CASH MAINTENANCE BOND

Water Turnover

KNOW ALL MEN BY THESE PRESENTS, that Hatchett Creek Associates, 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 Sixty Seven Thousand Three and 35/100 (\$ 67,003.35) 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 \$ 67,003.35, 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 an apartment project in Venice, Florida, known and identified as Waterfront on Hatchett Creek Associates, LLC, 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 September, 2022.

WITNESSES:

HATCHETT CREEK ASSOCIATES, LLC

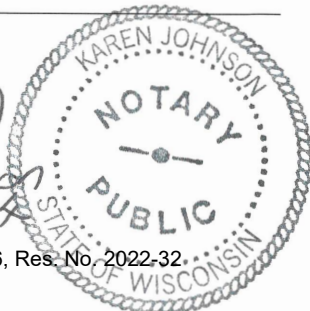
[Signature]
Print Name: Craig Enzenroth

By: [Signature]
Print Name: Joseph R. Gallina
Manager

STATE OF WISCONSIN
COUNTY OF DANE

The foregoing instrument was acknowledged before me this 22nd day of September, 2022 by Joseph R. Gallina, as Manager of Hatchett Creek Associates, LLC by means of physical presence or online notarization, who is personally known to me or who produced NA as identification.

[Signature]
Notary Public
Print Name: Karen Johnson
My Commission Expires: 6-19-27



DEVELOPERS CASH MAINTENANCE BOND
EXHIBIT A



Hatchett Creek Associates, LLC
101 E. Main Street, Suite 500
Mount Horeb, Wisconsin 53572

September 22, 2022

City of Venice
City Engineer's Office
401 West Venice Avenue
Venice, FL 34285

Re: Waterfront on Hatchett Creek - Water Turnover

To Whom It May Concern:

This letter is to certify that the final costs of the Turnover of installation of the water distribution lines, serving Waterfront on Hatchett Creek that are to be turned over to the City of Venice are:

Water Distribution Cost \$ 446,689.00

Attached is EXHIBIT A-1, a cost breakdown.

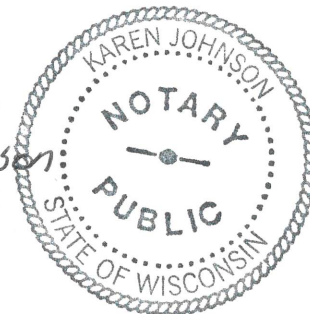
Sincerely,

Hatchett Creek Associates, LLC
Joseph R. Gallina
Manager

STATE OF WISCONSIN
COUNTY OF DANE

The foregoing instrument was acknowledged before me this 22nd day of September, 2022, by Joseph R. Gallina, as Manager of Hatchett Creek Associates, LLC, by means of physical presence or online notarization, who is personally known to me or who produced NA as identification.

Notary Public
Print Name: Karen Johnson
My Commission Expires: 6-19-24



**COST BREAKDOWN
 EXHIBIT A-1**

PROJECT NAME: Waterfront at Hatchet Creek

WATER SYSTEM:

QUANTITY	SIZE	DESCRIPTION	COST
3318 LF	8"	PVC Water Main	\$159,822.00
7	8"	Gate Valve	\$16,989.00
5 EA		Hydrants	\$36,790.00
2 EA	8"	Tapping Sleeves	\$7,787.00
215 LF	2"	Polyethylene Services w/corporations, curb stops & meter boxes	\$15,301.00
1500 LF	10"	HDPE HDD	\$210,000.00
Sub-Total:			<u>\$446,689.00</u>
Total Cost:			<u>\$446,689.00</u>
15% Bond			<u>\$67,003.35</u>

Must be signed & sealed by a Florida Registered Professional Engineer

Michael E Rissman  Digitally signed by Michael E Rissman
 DN: CN=Michael E Rissman, dnQualifier=A01410C00000180B00A7414000B2371,
 O=Florida, C=US
 Reason: I am approving this document
 Date: 2022.09.23 14:28:09-04'00'

Michael E. Rissman Jr., Professional Engineer, State of Florida, Professional Engineer, License No. 40218, Professional Surveyor and Mapper No. 4942
 This item has been digitally signed and sealed by Michael E. Rissman Jr. PE, PSM on 09/23/2022
 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies