

RESOLUTION NO. 2025-30

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY P3 LAF HAWTHORN HOLLOWES LP, AND ACCEPTING A ONE-YEAR DEVELOPER'S MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (HAWTHORN HALLOWS)

WHEREAS, P3 LAF Hawthorn Hollows LP, hereinafter referred to as "Transferor", owns the water distribution system, wastewater collection system, and reclaimed water system for the rendering of utility services for a project known as Hawthorn Hollows; and

WHEREAS, Transferor, in accordance with the City of Venice Resolution No. 853-84 desires turning over said improvements to the City of Venice; and

WHEREAS, the construction and installation of said improvements comply with the rules and regulations of the City of Venice; and

WHEREAS, Transferor has submitted the documentation required by City of Venice Resolution No. 853-84, including a one-year developer's maintenance bond, and said documentation has been reviewed and found to be 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 water distribution system, wastewater collection system, and reclaimed water system, for the project described above, are hereby accepted as part of the utilities 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 18TH DAY OF NOVEMBER 2025.

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 18th day of November 2025, a quorum being present.

WITNESS my hand and official seal of said City this 18th day of November 2025.

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 P3 LAF Hawthorn Hollows LP ("Transferor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE ("City"), 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 public portions of the 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 and/or wastewater collection system and/or reclaimed water system constructed and installed by Transferor in the subdivision or lands known and identified as follows:

Hawthorn Hollows

(Plat Name or other description)

And described in "As-Built" Plans which have been submitted to and accepted by the City with certified as-built quantities and costs attached hereto as Exhibit "A".

TOGETHER with every right, privilege, permit and easement of any kind and nature of Transferor, in and relating to and in connection with the aforesaid public portions of the water distribution system and/or wastewater collection system and/or reclaimed water system.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns, forever.

AND TRANSFEROR does for itself and its successors and assigns, covenant to and with the City, its successors and assigns, that Transferor 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 City, its successors and assigns, against the claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed this 27 day of June, 2025.

WITNESSES:

Edward Platts
Print Name: Edward Platts

Tyler Hamels
Print Name: Tyler Hamels

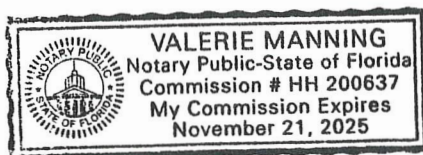
TRANSFEROR:

P3 LAF HAWTHORN HOLLOWES LP

Chris Mataja
Print Name: Chris Mataja
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Subscribed before me this 27 day of June, 2025, by Chris Mataja, as Authorized Signatory for P3 LAF Hawthorn Hollows LP, by means of physical presence or online notarization who is personally known to me or who has produced N/A as identification.



Valerie Manning
Notary Public
Print Name: Valerie Manning
My Commission Expires: 11/21/2025

EXHIBIT A
[to be attached]



April 30, 2025

Mr. Jon Kramer
Acting City Engineer
City of Venice
401 West Venice Avenue
Venice, Florida 34285

Re: Public Portion of Curry Lane Townhomes Water & Reclaim Distribution Lines

Our Ref: 248136001

Dear Ms. Weeden:

This letter is to certify that the final costs of the installation of the water distribution lines and reclaim water distribution lines serving Curry Lane Townhomes that are to be turned over to the City of Venice are:

Water Distribution Cost	\$	249,100.00
Sewer Distribution Cost	\$	145,738.00
Reclaim Water Distribution Cost	\$	12,171.00

TOTAL	\$	407,009.00
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15% Total for Maintenance Bond	\$	61,051.35
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Attached is EXHIBIT A, a cost breakdown.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Kyle C. Kragel, P.E.
Florida Registration #88712

KCK: (K:\SAR_Civil\248136001 - Curry Lane Townhomes\CONSTRUCTION\Bonds\2025-04-30_Maintenance Bond Letter.docx)

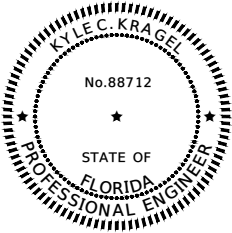
ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION					
FOR MAINTENANCE BOND FOR					
CURRY LANE TOWNHOMES (50 units)					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. WATER DISTRIBUTION					
1	4" PVC DR-18, C900, CL-235 Water Main (with fittings)	180	LF	38.00	\$ 6,840.00
2	8" PVC DR-18, C900, CL-235 Water Main (with fittings)	1,040	LF	94.00	\$ 97,760.00
3	Connection to Existing 12" GV	1	EA	4,095.00	\$ 4,095.00
4	2" Jumper	1	EA	3,200.00	\$ 3,200.00
5	4" Gate Valve	5	EA	2,674.00	\$ 13,370.00
6	8" Gate Valve	1	EA	2,872.00	\$ 2,872.00
7	Fire Hydrant Assembly	3	EA	12,331.00	\$ 36,993.00
8	Single water service (Short)	9	EA	1,161.00	\$ 10,449.00
9	Single water service (Long)	9	EA	1,566.00	\$ 14,094.00
10	Double water service (Short)	8	EA	2,910.00	\$ 23,280.00
11	Double water service (Long)	8	EA	3,449.00	\$ 27,592.00
12	Pressure testing of main	1	LS	6,005.00	\$ 6,005.00
13	Chlorination and bacteriological clearance	1	LS	2,550.00	\$ 2,550.00
WATER DISTRIBUTION TOTAL					\$ 249,100.00
II. SANITARY SEWER					
1	Manholes 0' - 6'	2	EA	7,060.00	\$ 14,120.00
2	Manholes 6' - 8'	1	EA	14,194.00	\$ 14,194.00
3	8" PVC (SDR 26) Gravity Sewer 0' - 6'	672	LF	45.00	\$ 30,240.00
4	Connect to Existing Manhole	1	LS	5,256.00	\$ 5,256.00
5	6" SDR26 PVC Fittings, Sewer Laterals, and CO's	1	LS	67,342.00	\$ 67,342.00
6	Testing of gravity sewer (CCTV, Mandrel, and Air)	1	LS	14,586.00	\$ 14,586.00
SANITARY SEWER TOTAL					\$ 145,738.00
III RECLAIM WATER DISTRIBUTION					
1	Connection to Existing Reclaim Plug	1	LS	2,321.00	\$ 2,321.00
2	6" DR-18 C900 and Fittings	100	LF	75.00	\$ 7,500.00
3	2" Irrigation Service with 1" Meter	1	EA	2,350.00	\$ 2,350.00
RECLAIM CONSTRUCTION TOTAL					\$ 12,171.00
SUMMARY					
I. WATER DISTRIBUTION					\$ 249,100.00
II. SANITARY SEWER					\$ 145,738.00
II. RECLAIM WATER DISTRIBUTION					\$ 12,171.00
CURRY LANE TOWNHOMES TOTAL					\$ 407,009.00
15% of TOTAL FOR MAINTENANCE BOND					\$ 61,051.35

Disclaimer: The Registered Professional has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Registered Professional at this time and represent only the Registered Professional's judgment as a design professional familiar with the construction industry. The Registered Professional cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED
AND SEALED BY KYLE C. KRAGEL, P.E.
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

KYLE C. KRAGEL, P.E. No.: 88712
KIMLEY-HORN AND ASSOCIATES, INC.
REGISTRY No.: 35106
1800 2ND STREET, SUITE 900
SARASOTA, FLORIDA 34236



Kyle C. Kragel

KYLE C. KRAGEL, P.E.
FL. REGISTERED PROFESSIONAL ENGINEER
#88712

Exhibit "2"

Bond No.: 800030251

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that P3 LAF Hawthorn Hollows, LP, hereinafter referred to as "PRINCIPAL", and Atlantic Specialty Insurance Company, a surety company authorized to do business in the State of Florida hereinafter referred to as "SURETY", are held and firmly bound unto the City of Venice, Florida, a municipal corporation, hereinafter referred to as "CITY", in the full and just sum of Sixty One Thousand Fifty One Dollars and 35/100 (\$ 61,051.35) Dollars, lawful money of the United States of America, for the payment of which sum the PRINCIPAL and SURETY do hereby bind themselves, their heirs, executors, administrators, successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has constructed certain improvements in that certain development or area known and identified as Public Portion of Curry Lane Townhomes Water; and
& Reclaim Distribution Lines, and Sewer Transmission Lines

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 03/26/2025, and filed with the CITY Engineer or designee; and
(ENC24-00025)

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of one (1) year from the date of CITY's formal acceptance of said improvements.

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the CITY against any defects and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of one (1) year from the date of CITY's formal acceptance of said improvements, to wit 09/23/2025, then this obligation shall be null and void; otherwise it shall remain in full force and effect. 11/18/2025

The CITY Engineer or designee shall notify the PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default will forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related hereto, including, but not limited to, engineering costs, legal fees (including attorney fees on appeal) and contingent costs. Should the SURETY fail or refuse to correct said defects and perform the required maintenance, the CITY, in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the said development, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the PRINCIPAL shall fail or refuse to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally obligated hereunder to reimburse the CITY the total cost thereof, including, but not limited to, construction costs, engineering costs, legal fees (including attorney fees on appeal) and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed these presents on the 11th day of June, 2025.

PRINCIPAL

P3 LAF Hawthorn Hollows, LP

ATTEST:


Secretary


President of PRINCIPAL
Print Name: Chris Metajis

(SEAL)

OR (AS APPLICABLE)

WITNESSES:

Print Name: _____

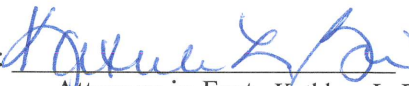
General Partner
Print Name: _____

Print Name: _____

SURETY

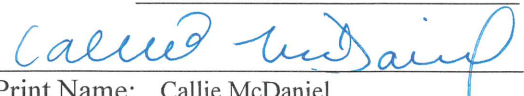
Atlantic Specialty Insurance Company

(Seal)

By: 
Attorney-in-Fact Kathleen L. Berni

Signed, Sealed and Delivered
In the Presence of:


Print Name: Melanie Marino


Print Name: Callie McDaniel

Note: Attach Power of Attorney to this Bond



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: **George V. Baus, Jr, Gregory R. Weston, Jared Viola, John W. Watson, Kathleen L. Berni, Norma Touns**, 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 first day of January, 2023.

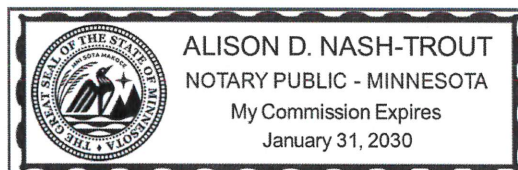
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she 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.



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 11th day of June, 2025



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary