

RESOLUTION NO. 2024-08

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY SCP VENICE FLORIDA OWNER, LLC, AND ACCEPTING A ONE YEAR DEVELOPERS CASH MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (RANCH ROAD MULTI-FAMILY)

WHEREAS, SCP Venice Florida Owner, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for a project known as: Ranch Road Multi-Family; 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 developer's 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, for the project described above, 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 26TH DAY OF MARCH 2024.

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 26th day of March 2024, a quorum being present.

WITNESS my hand and official seal of said City this 26th day of March 2024.

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 SCP Venice Florida Owner, LLC, ("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 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:

RANCH ROAD MULTI-FAMILY
(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 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 31 day of January, 2024.

WITNESSES:

Joe Egan
Print Name: Joe Egan

Print Name: _____

STATE OF Georgia FLORIDA
COUNTY OF DeKalb

TRANSFEROR

John W. Long
Print Name: John W. Long
Its: Authorized Person

Subscribed before me this 31 day of January, 2024, by John Long means of physical presence or online notarization who is personally known to me or who has produced _____ as identification.

J S Sayler
Notary Public

Notary stamp:

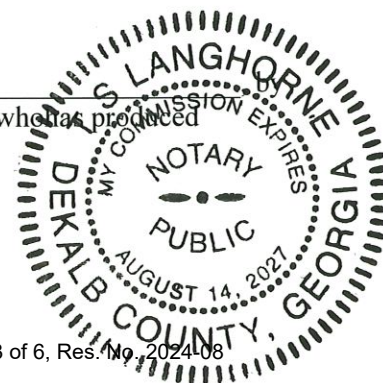
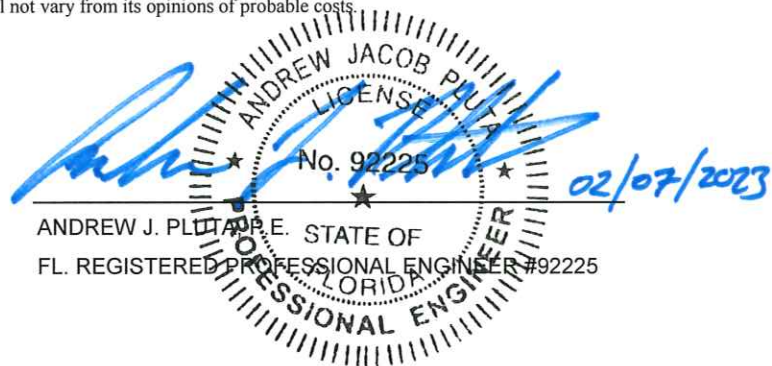


EXHIBIT A - FINAL COST OF CONSTRUCTION						
FOR						
CITY OF VENICE MAINTENANCE BOND						
Ranch Road Multifamily - Public Utility Improvements						
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE		AMOUNT
I. WATER DISTRIBUTION						
DOMESTIC WATER						
1	8" PVC DR-18, C900 WATER MAIN	26	LF	60.00	\$	1,560.00
2	BACKFLOW & METER ASSEMBLY	1	EA	28,775.00	\$	28,775.00
3	CHLORINATION, PRESSURE & BACTERIA TESTING	1	LS	18,587.50	\$	18,587.50
4	REMOVE BLOW-OFF AND CONNECT TO EXIST WM	1	LS	8,500.00	\$	8,500.00
DOMESTIC WATER TOTAL						\$ 57,422.50
SUMMARY						
I. WATER DISTRIBUTION						57,422.50
Ranch Road Multifamily - Public Utility Improvements TOTAL						\$ 57,422.50
15% OF TOTAL FOR MAINTENANCE BOND						\$ 8,614.00

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.



 ANDREW J. PLUTA, P.E. STATE OF FLORIDA
 FL. REGISTERED PROFESSIONAL ENGINEER #92225

Exhibit "2"

CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that SLP Venice, Florida owner, LLC, hereinafter referred to as "DEVELOPER", is 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 Eight Thousand Six Hundred And Fourteen Dollars 00/100 (\$ 8,614) Dollars, lawful money of the United States of America, for the payment of which sum the DEVELOPER does hereby bind itself, its heirs, executors, administrators, successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, DEVELOPER has constructed certain improvements in that certain development or area known and identified as Ranch Road Multi-Family; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 02/07/2023, and filed with the CITY Engineer or designee; and

WHEREAS, DEVELOPER is obligated to protect the CITY against any defects resulting from any 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; and

WHEREAS, DEVELOPER, to secure this obligation, has deposited with the CITY the sum of \$ 8,614, which shall be held in a special account at a local bank or savings and loan association until this obligation is satisfied.

NOW, THEREFORE, the condition of this obligation is that if DEVELOPER shall promptly and faithfully 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 Ranch Road Multi-Family Offsite Water Main, then this obligation shall be null and void and the cash deposit returned to DEVELOPER; otherwise it shall remain in full force and effect.

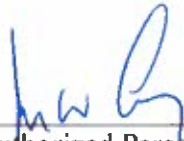
The CITY Engineer or designee shall notify the DEVELOPER in writing of (1) any defect for which the DEVELOPER is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which DEVELOPER shall have to correct said defect or properly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

If DEVELOPER fails to satisfactorily perform within the time specified, the CITY shall have the right, in addition to all other rights, to correct said defects or perform the required maintenance, with all costs, both direct and incidental, paid from the proceeds of this bond. The CITY shall be entitled to recover its total costs in any action at law or equity from DEVELOPER, 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 DEVELOPER to perform.

IN WITNESS WHEREOF, the DEVELOPER has executed these presents on the 5th day of March, 2024.

ATTEST:

Secretary



Authorized Person
Print Name: John W. Long

(SEAL)

OR (AS APPLICABLE)

WITNESSES:



Print Name: Joe Egan

Authorized Person
Print Name: _____



Print Name: Sean Rosko