

RESOLUTION NO. 2023-48

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

WHEREAS, Hatchett Creek Associates, LLC, hereinafter referred to as "Developer", has installed wastewater infrastructure for the rendering of utility services to the property 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 wastewater infrastructure in the area above described is 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 12TH DAY OF DECEMBER 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 12th day of December 2023, a quorum being present.

WITNESS my hand and official seal of said City this 12th day of December 2023.

Kelly Michaels, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

BILL OF SALE

Waste Water Turnover

KNOW ALL MEN BY THESE PRESENTS, that HATCHETT CREEK ASSOCIATES, 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, and all other equipment used for, useful for, and/or in connection with, the wastewater collection system constructed and installed by Transferor in the subdivision or lands known and identified as follows: Waste Water Turnover for Waterfront on Hatchett Creek Apartments including 2,451 LF of 8" PVC, 533 LF of 6" PVC, 1,053 LF of 4" Force Main DR18 Waste Water Main

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-1".

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 wastewater collection 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 25th day of OCTOBER, 20 23.

WITNESSES:

TRANSFEROR: HATCHETT CREEK ASSOCIATES, LLC

[Signature]
Print Name: Cara Enzenroth

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

[Signature]
Print Name: Burtac Nyfjelborg

STATE OF FLORIDA
COUNTY OF Sarasota

Subscribed before me this 25th day of October, 2023, by Joseph R. Gallina, by means of physical presence or online notarization who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public

Notary stamp:



Andrea I. Amherst
Notary Public
State of Florida
Comm# HH133030
Expires 6/26/2025

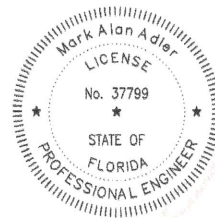
**Waterfront on Hatchett Creek Sanitary Sewer
Quantities and Construction Costs
Cost Breakdown
Exhibit A - 1**



Item No.	Description	Quantity	Unit	Unit Price	Cost
1.	Lift Station	1	LS	\$ 209,369.00	\$ 209,369.00
2.	4 inch Force Main (1,053 LF) (DR18 C900Pipe) Included Fittings & (6 inch DR11) (270 LF) Includes ARV - Force Main Sanitary Manholes	1	LS	\$ 59,477.00	\$ 59,477.00
3.	0-6' Depth # 1, 2, 3, 12, and 13	5	EA	\$ 6,486.00	\$ 32,430.00
4.	6-8' Depth # 4, 5, 8, 9, 14, and 15	6	EA	\$ 7,675.00	\$ 46,050.00
5.	8-10' Depth# 6, 7, 10, 11, and 16	5	EA	\$ 8,408.00	\$ 42,040.00
6.	8-10' Depth (Lined)# 17	1	EA	\$ 17,012.00	\$ 17,012.00
7.	Isolation Manhole # 18	1	EA	\$ 37,912.00	\$ 37,912.00
8.	8" PVC Sanitary Sewer 6-10' SDR26	2,451	LF	\$ 48.50	\$ 118,873.50
9.	6" PVC Sanitary Sewer 0-6' SDR26	533	LF	\$ 43.00	\$ 22,919.00
10.	6" SDR26 C.O	13	EA	\$ 962.00	\$ 12,506.00
11.	Sanitary Gravity Sewer Testing	1	LS	\$ 23,500.00	\$ 23,500.00
12.	Force Main Pressure Testing	1	LS	\$ 3,850.00	\$ 3,850.00
				Total:	\$ 625,938.50
				15 % Bond	\$ 93,890.78

Mark A. Adler, PE 37799

 Engineer's Name FL Reg. No.
 George F. Young, Inc.



**Digitally signed by
Mark Alan Adler
Date: 2023.10.17
10:07:56 -04'00'**

Mark A. Adler, State of Florida Professional Engineer, License No. 37799. This item has been digitally signed and sealed by Mark A. Adler on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

CASH MAINTENANCE BOND

Waste Water Turnover

KNOW ALL MEN BY THESE PRESENTS, that HATCHETT CREEK ASSOCIATES, 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 Ninety-Three Thousand Eight Hundred Ninety and 78/100 (\$93,890.78) 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 Waterfront on Hatchett Creek Apartments; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated January 15, 2021, 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 \$93,890.78, 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 Feb 1, 2025, then this obligation shall be null and void and the cash deposit returned to DEVELOPER; otherwise it shall remain in full force and effect.

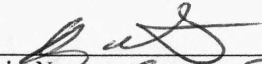
The CITY Engineer or designee shall notify the DEVELOPER in writing of (1) any defect for which the DEVELOPER is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which DEVELOPER shall have to correct said defect or properly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

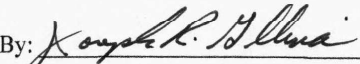
If DEVELOPER fails to satisfactorily perform within the time specified, the CITY shall have the right, in addition to all other rights, to correct said defects or perform the required maintenance, with all costs, both direct and incidental, paid from the proceeds of this bond. The CITY shall be entitled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

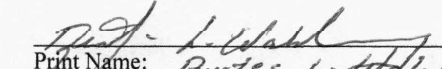
IN WITNESS WHEREOF, the DEVELOPER has executed these presents on the 25th day of October, 2023.

WITNESSES:

HATCHETT CREEK ASSOCIATES, LLC


Print Name: Craig Enzeareth

By: 
Print Name: Joseph R. Gallina
Manager


Print Name: Bruce L. Wadsworth