

RESOLUTION NO. 2024-10

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

WHEREAS, Keeneland, LLC, 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: Cottages of Venice; and

WHEREAS, Transferor, 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, 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 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 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 9TH DAY OF APRIL 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 9th day of April 2024, a quorum being present.

WITNESS my hand and official seal of said City this 9th day of April 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 KEENELAND, 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: COTTAGES OF VENICE

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 11 day of March, 2024.

WITNESSES:

Victoria Dietz
Print Name: VICTORIA DIETZ

Stephanie L Tancey
Print Name: STEPHANIE L TANCEY

TRANSFEROR KEENELAND, LLC
Michael W Miller
Its: manager

STATE OF FLORIDA
COUNTY OF SARASOTA

Subscribed before me this 11 day of March, 2024, by MICHAEL W MILLER, by means of physical presence or online notarization who is personally known to me or who has produced as identification.

Stephanie L Tancey
Notary Public

Notary stamp: STEPHANIE L. TANCEY
Notary Public
State of Florida
Comm# HH485192
Expires 2/21/2028

PEER

Professional Engineering Resources, Inc.

Engineering, Planning, Permitting

February 22, 2024

Ms. Kathleen Weeden, P.E.
City Engineer
Engineering Department
City of Venice
401 West Venice Avenue
Venice, Fl. 34285

RE: Cottages of Venice
PEER Job No.: 18-2382

Dear Ms. Weeden:

This letter is to certify that the final costs of the installation of the water distribution system, sewage collection system and reclaim serving the Cottages of Venice Place project that are to be turned over to the City of Venice are:

Water Distribution System Cost = \$ 260,152.50.

Sewage Collection System Cost = \$ 123,137.00.

Reclaim Cost = \$ 9,750.00.


Total = \$ 393,039.50

Attached as Exhibits A, B and C are the cost breakdowns.

The letter of credit maintenance bond amount is \$ 58,955.93

Thank you for your expeditious attention and cooperation.

Sincerely,


Paul V. Sherma, P.E.

[PAWPDOC\2018 JOBS\18-2382\kathleenW2-22-24bondletter.wpd]

COTTAGES OF VENICE

SEWER

NO.	ITEM	QUANTY UNITS	UNIT PRICE	COST
1.	8" Sewer Main (SDR - 26)	974 lf	\$44.00	\$42,856.00
2.	6" Sewer services	1,006 lf	\$26.00	\$26,156.00
3.	Sewer Manholes	6 ea	\$4,675.00	\$28,050.00
4.	Sewer Manhole inflow protectors	6 ea	\$75.00	\$450.00
5.	Sewer Wyes 8" x 6"	11 ea	\$200.00	\$2,200.00
6.	Sewer Wyes 8" x 6" Double	13 ea	\$250.00	\$3,250.00
7.	Sewer COs w/ Pads	37 ea	\$400.00	\$14,800.00
8.	Tie into existing manhole	1 ea	\$875.00	\$875.00
9.	De-Water for Utilities	1 ls	\$2,000.00	\$2,000.00
10.	Sewer Main Testing	1 ls	\$2,500.00	<u>\$2,500.00</u>
			TOTAL	\$123,137.00

EXHIBIT A

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COTTAGES OF VENICE

RECLAIM

NO.	ITEM	QUANTY UNITS	UNIT PRICE	COST
1.	24" X 4" Reclaim Tap w/ valve	1 ls	\$9,750.00	\$9,750.00
			TOTAL	\$9,750.00

EXHIBIT B

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Exhibit "2"

MAINTENANCE BOND

COTTAGES OF VENICE – WATER SEWER AND RECLAIMED WATER DISTRIBUTION SYSTEM

Bond No: SU 1172727

KNOW ALL MEN BY THESE PRESENTS, that MPS DEVELOPMENT AND CONSTRUCTION, LLC, hereinafter referred to as "PRINCIPAL", and ARCH 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 Fifty Eight Thousand Nine Hundred Ninety Five Dollars and Ninety Three Cents (\$58,995.93) 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 COTTAGES OF VENICE; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 06/10/2021, and filed with the CITY Engineer or designee; and

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 6/8/2025, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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 28th day of February, 2024.

PRINCIPAL

ATTEST:

Stephanie L. Loney
Secretary

MPS DEVELOPMENT AND CONSTRUCTION, LLC

[Signature]
President of PRINCIPAL
Print Name: Michael W. Miller, MANAGER

(SEAL)

OR (AS APPLICABLE)

WITNESSES:

Print Name: _____

General Partner
Print Name: _____

Print Name: _____

SURETY

(Seal)

By: [Signature]
Attorney-in-Fact
Edward J. Wood III

Signed, Sealed and Delivered
In the Presence of:

Amy E. Wood
Print Name: Amy E. Wood

Austin Boyd
Print Name: Austin Boyd

Note: Attach Power of Attorney to this Bond

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Austin H Boyd and Edward J Wood III of Bradenton, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

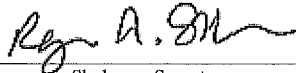
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

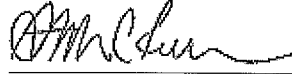
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **31st day of May, 2022**.

Attested and Certified



Regan A. Shulman, Secretary

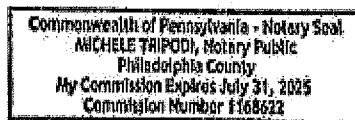


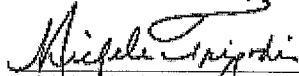
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



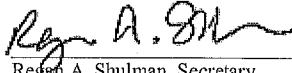


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney** dated **May 31, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **28** day of **February**, 20 **24**.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**