

MEMORANDUM



To: Cheri Coryea
County Administrator

Thru: Chad Butzow, Director
Public Works Department

From: Carmen Mosley, Sr. Fiscal Services Mgr./
Brandy Wilkins, Bond Coordinator
Public Works Department

Date: October 13, 2020

Subject: **ARTISAN LAKES PARCEL J, PHASE II-C**
PLN1903-0019
RELEASE PERFORMANCE PORTION OF AGREEMENT
RELEASE SURETY BOND
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT
ACCEPT SURETY BOND
ACCEPT BILL OF SALE

On August 06, 2019 the Board of County Commissioners accepted the *Agreement for Public Improvements for Private Subdivision* for Phase II Subphase C, securing water and wastewater improvements. The developer has provided all necessary documentation and completed and passed all inspections for those required public improvements in order to release the performance portion; and accept the defect security portion of the Agreement which will warrant these improvements for this project. A Bill of Sale is also required for this project which has publicly maintained utilities under private roadway. We, therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **Authorization to release and return** the Surety Bonds, and any riders associated with this Surety, in conjunction with the performance portion of the *Agreement for Public Improvements for Private Subdivision*. Documents will be returned to Jasmine Garrido with Grimes Goebel Attorneys at Law located at 1023 Manatee Avenue West, Bradenton, FL 34205;
- **Surety Bond No.** SU1164238 issued through Arch Insurance Company;
- **Amount of Performance Bond** \$122,638.08;

Public Works Department
Fiscal Division
1022 26th Avenue East, Bradenton, FL 34208
Phone number: (941) 708-7450

- **Surety Bond No.** SU1157900 issued through Arch Insurance Company;
- **Amount of Performance Bond** \$779,989.60;

- **Accept and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Public Subdivision Improvements* accepted by the Board of County Commissioners on August 06, 2019 for Parcel J, Phase II-C, securing water and wastewater improvements;
 - **Surety Bond No.** SU11660088 issued through Arch Insurance Company;
 - **Amount of Defect Security** \$9,433.70;
- **Accept and Execute Bill of Sale.**

cc: Records Management
Ken LaBarr, Infrastructure Inspections Division Manager
Jasmine Garrido, Grimes Goebel

Attachments

Artisan Lakes Parcel J, Phases I & II
Private Project w/Public Improvement
Phase IA- Water, Wastewater
Phase IIA- Water, Wastewater
Phase IIB- Water, Wastewater
Phase IIC- Water, Wastewater

EXHIBIT "B-1"
IMPROVEMENTS

	Improvement	Estimated Cost
1	Phase I - Water, Wastewater	\$641,599.40
2	Phase IIA- Water, Wastewater	\$304,027.99
3	Phase IIB- Water, Wastewater	\$202,557.53
4	Phase IIC- Water, Wastewater	\$122,638.08
5	<u>DEFECT -Phase I</u> Water, Wastewater	\$31,455.00
6	<u>DEFECT -Phase IIA</u> Water, Wastewater	\$23,386.77
7	<u>DEFECT -Phase IIC</u> Water, Wastewater	\$9,433.70



Public Works Department
Engineering Services
1022 26th Ave East
Bradenton, FL 34208
Phone: (941) 708-7462
www.mymanatee.org

April 02, 2020

Waldrop Engineering
Attention: Mr. Jeremy Fireline, P.E.
North Cattlemen Road, Suite 100
Sarasota, FL 34232

(Jeremy.Fireline@waldropengineering.com)

RE: **ARTISAN LAKES PARCEL J, PHASES I & II – (Private Residential)**
(PLN1903-0019)
Phase IIC - Defect Security Cost
Required Public Improvements
Reason – (Water, Wastewater)

Dear Mr. Fireline,

Your cost estimate for the above referenced bond, dated **March 9, 2020**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of **\$9,433.70** which is 10%, of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

Sia Mollanazar, P.E., County Engineer
Deputy Director – Engineering Services

SM/jp/jsh

cc: Record Management
Brandy Wilkins, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Karla Ripley, Senior Review Specialist, Public Works Dept.
Fred Goodrich, Div. Manager/County Zoning Official, Building and Development Services
Robert Wenzel, Planning Section Manager, Building and Development Services

Artisan Lakes Parcel J Phase 1 & 2 Phase 2C

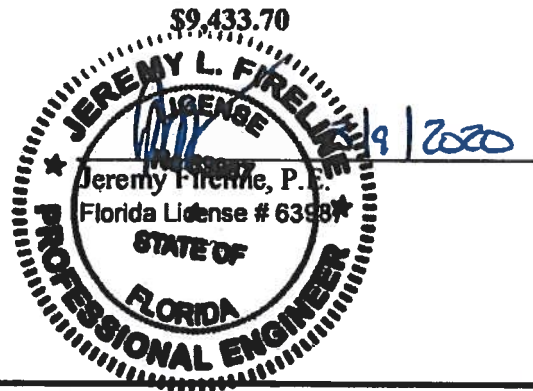
Defect Bond Public Infrastructure Calculation Construction costs for the potable water and sanitary sewer system

SUMMARY

Water	\$48,563.25
Wastewater	\$45,773.73
Total	\$94,336.98

Defect Bond Amount (10% of total)

\$9,433.70



WATER

Description	Quantity	Unit	Unit Price	Amount
Phase 2C				
6" PVC Water Main (C900 DR-18)	513	LF	\$18.25	\$9,362.25
4" PVC Water Main (C900 DR-18)	0	LF	\$13.00	\$0.00
6" Gate Valve	1	EA	\$1,050.00	\$1,050.00
Incl. Restraints 6" x 6" Tee	0	EA	\$330.00	\$0.00
Incl. Restraints 6" x 4" Reducer	0	EA	\$185.00	\$0.00
6" x 1" Tee (Amenity Stub Out)	0	EA	\$330.00	\$0.00
Temporary Construction Meter	1	EA	\$5,500.00	\$5,500.00
Permanent Blowoff Assembly w/ Auto Flusher	1	EA	\$12,500.00	\$12,500.00
Fire Hydrant Assembly	1	EA	\$5,500.00	\$5,500.00
Temporary Sample Point	1	EA	\$445.00	\$445.00
4" Fire Line Backflow Preventer & Ancillaries	0	EA	\$12,000.00	\$0.00
1" Single Water Service, Complete (Short)	16	EA	\$730.00	\$11,680.00
1" Single Water Service, Complete (Long)	0	EA	\$825.00	\$0.00
Connect to Existing Water Main	1	EA	\$1,500.00	\$1,500.00
Chlorination & Testing	513	EA	\$2.00	\$1,026.00

Phase 2C Total = \$48,563.25

TOTAL = \$48,563.25

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
Phase 2C				
8" PVC Sewer (0-6')	420	LF	\$16.25	\$6,825.00
8" PVC Sewer (6'-8')	187	LF	\$17.25	\$3,225.75
5' DIA Manhole (0-6')	2	EA	\$3,750.00	\$7,500.00
5' DIA Lined Manhole (0-6')	0	EA	\$14,500.00	\$0.00
Manhole (0-6')	2	EA	\$3,100.00	\$6,200.00
Double Sanitary Service	8	EA	\$1,300.00	\$10,400.00
Single Sanitary Service (Amenity)	1	EA	\$775.00	\$775.00
Manhole Exfiltration Test	4	EA	\$190.00	\$760.00
Sewer Main Air Testing	607	LF	\$0.80	\$485.60
Television Inspection	607	LF	\$4.15	\$2,519.05
Dewatering	0.333	LS	\$21,250.00	\$7,083.33
			Phase 2C Total =	\$45,773.73
			TOTAL =	\$45,773.73

Artisan Lakes Parcel J, Phases I & II
Private Project w/Public Improvement
Phase IA- Water, Wastewater
Phase IIA- Water, Wastewater
Phase IIB- Water, Wastewater
Phase IIC- Water, Wastewater

EXHIBIT "B-2"
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT

Artisan Lakes Parcel J, Phases I & II
Private Project w/Public Improvement
Phase IA- Water, Wastewater
Phase IIA- Water, Wastewater
Phase IIB- Water, Wastewater
Phase IIC- Water, Wastewater

EXHIBIT "C"
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	<u>Phase I</u> Surety Bond No. SU1157897 issued through Arch Insurance Company	\$641,599.40
2	<u>Phase IIA</u> Surety Bond No. SU1164239 issued through Arch Insurance Company	\$304,027.99
3	<u>Phase IIB</u> Surety Bond No. SU1164241 issued through Arch Insurance Company	\$202,557.53
4	<u>Phase IIC</u> Surety Bond No. SU1164238 issued through Arch Insurance Company	\$122,638.08
5	<u>DEFECT - Phase I</u> Surety Bond No. SU1157897 issued through Arch Insurance Company	\$31,455.00
6	<u>DEFECT - Phase IIA</u> Surety Bond No. SU1164267 issued through Arch Insurance Company	\$23,386.77
7	<u>DEFECT - Phase IIC</u> Surety Bond No. SU1166008 issued through Arch Insurance Company	\$9,433.70

**SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

BOND NO. SU1166008

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Taylor Morrison of Florida, Inc. as Principal, and Arch Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$9,433.70 (Numbers) Nine Thousand Four Hundred Thirty Three Dollars and 70/100 (Words) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents for the specific benefit of the County in accordance with the conditions set forth herein and in "Agreement for Public Subdivision Improvements".

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK - Manatee County Government approval date) with the obligation to warrant those Required Improvements which the Principal is presently requesting the Obligee to accept for maintenance to be free from defects or failures involving construction, design, or materials.

NOW THEREFORE, if the Obligee's inspection of the Required Improvements finds no defects within thirty six (36) months from the date of the Obligee's approval and acceptance of those Required Improvements, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. In the event the Defects are not remedied in accordance with the terms of the attached "Agreement", which is hereby incorporated herein by reference, the Surety will forthwith pay to the Obligee the costs of correcting the Defects in an amount not exceeding the said sum specified above. The amount of money required to repair the defects shall be at the sole discretion of the County. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 (insert page number for surety address). Payment will be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners at P.O. Box 1000, Bradenton, FL 34206.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Public Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

FOR: Artisan Lakes Parcel J Phases I & II Phase 2C
(Name of Project)

BOND NO. SU1166008

SIGNED AND SEALED this 21st day of August, 2020

Arch Insurance Company

Surety Company Name

By: 

Signature - As its Agent

Tanya Nguyen, Attorney-In-Fact

Print Name & Title

Harborside 3, 210 Hudson Street, Suite 300

Address

Jersey City NJ 07311-1107

City State Zip

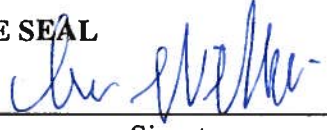
WITNESSES OR CORPORATE SEAL



Signature

Alexis Apostolidis

Print Name



Signature

Ian Williams

Print Name

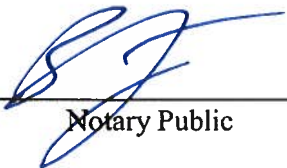
NOTARY ACKNOWLEDGMENT

STATE OF: Connecticut

COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 21st day of August, 2020, by Tanya Nguyen as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:


Notary Public

Brendan Fletcher

Print Name of Notary

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Commission No. 180835 My Commission Expires: February 28, 2025

DEVELOPER SIGNATURE FORM

FOR: Artisan Lakes Parcel J Phases I & II Phase 2C
BOND NO. SU1166008

SIGNED AND SEALED this 26th day of August, 2020

WITNESSES OR CORPORATE SEAL:

[Signature]
Witness
Elizabeth Robinson
Type or Print Name

[Signature]
Witness
Susan W Ford
Type or Print Name

Taylor Morrison of Florida, Inc.
Developer

BY: [Signature]
Signature
Andrew "Drew" Miller Vice President
Type or Print Name

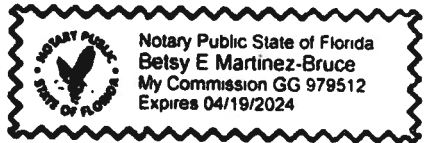
Title (If attorney-in-fact Attach Power of Attorney)
3922 Coconut Palm Dr., Ste. 108
Postal Address
Tampa FL 33619
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 26th day of August, 2020, by Andrew "Drew" Miller, as Vice President, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Betsy E. Martinez-Bruce
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, _____.

MANATEE COUNTY

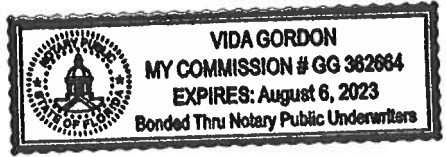
A political subdivision of the State of Florida
By: Board of County Commissioners
By: [Signature]
County Administrator

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 2nd day of October, 2020, by Cheri Conyer, as County Administrator, (Title), for and on behalf of Manatee County Board of County Commissioners, who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:

[Signature]
Notary Public
Vida Gordon
Print Name of Notary



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:

Aimee R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Eric Strba, Joshua Sanford, Mercedes Phoithrath, Michelle Anne McMahon, Samuel E. Begun and Tanya Nguyen of Hartford, CT (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 September 15, 2011, 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 September 15, 2011:

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 September 15, 2011, 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 5th day of May, 2020

Attested and Certified

Patrick K. Nails

Patrick K. Nails, Secretary



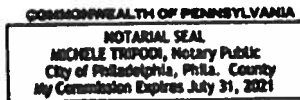
Arch Insurance Company

David M. Finkelstein

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein 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

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 5, 2020 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 David M. Finkelstein, 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 21 day of August 20 20.

Patrick K. Nails

Patrick K. Nails, 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.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Taylor Morrison of Florida, Inc., a FLORIDA CORPORATION, whose address is 3923 Coconut Palm Dr, Tampa, FL 33619 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following: Artisan Lakes Parcel J, Phases I & II.

1. All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, equipment and appurtenances hereto, located within or upon that certain real property owned by the SELLER and described below; and
2. All potable water lines, including but not limited to all pipes, fittings, valves, services, tees, equipment and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below.

All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this _____ day of _____, 2020.

Signed, sealed and delivered in the presence of Witnesses:

Taylor Morrison of Florida, Inc., a Florida corporation

[Signature]
Print name: Tijo Ammakuzhyil

By: [Signature]
Andrew "Drew" Miller, as Vice President

[Signature]
Print name: Tracy Briones

STATE OF FLORIDA
COUNTY OF SARASOTA

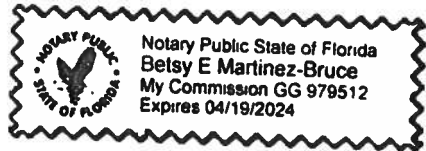
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 18th day of September, 2020, by Andrew "Drew" Miller, as Vice President, of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the company. Who is personally known to me or have produced _____ as identification.

[Signature]
Signature of Notary Public

Betsy E Martinez-Bruce
Name Typed, Printed or Stamped

Commission No.: 66 979512

My Commission Expires: 4/19/2024



WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this 2nd day of October, 2020

MANATEE COUNTY, a political subdivision of the State of Florida

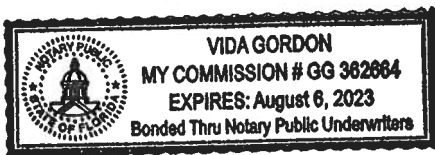
By: Board of County Commissioners

By: Cheri Corvea
County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of October, 2020, by Cheri Corvea, (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification.



Vida Gordon
NOTARY PUBLIC Signature

Vida Gordon
Printed Name

EXHIBIT "A"

Tract A-14 as identified on the plat known as ARTISAN LAKES PARCEL J, PHASES I & II, according to the plat thereof recorded in Plat Book 66, Pages 105 in the Public records of Manatee County, Florida.