

MEMORANDUM



Public Works Department
Fiscal Services Division
1022 26th Ave. E.
Bradenton, FL 34285

MANATEE COUNTY FLORIDA

Phone: 941-708-7450
Fax: 941-708-7502
www.myanatee.org

To: Vicki Tessmer, Board Records Manager, Clerk of the Circuit Court

Thru: Carmen Mosley, Fiscal Operations Division Manager *C. Mosley*

From: Jane Oliver, Bond Coordinator *Jane Oliver*

Date: March 27, 2013

Subject: **BAYSIDE COMMUNITY CHURCH**
FSP-07-49 (R2)
ACCEPT AGREEMENT WARRANTING REQUIRED IMPROVEMENTS
ACCEPT CASHIER'S CHECK FOR DEFECT SECURITY

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Acceptance of**, and authorization for Chairman to execute the *Agreement Warranting Required Improvements* in the amount of \$5,882.14 securing water utility improvements;
- **Acceptance of**, the Cashier's Check in conjunction with the above Agreement;
 - **Cashier's Check No.** 00 0052305983 issued through Grow Financial Federal Credit Union;
 - **Amount of Defect Security** \$5,882.14.

CM/jo

APPROVED IN OPEN SESSION

cc: Records Management
Sheila Ballesteros, General Accounting - Finance
Sia Mollanazar, P.E., Deputy Director – Engineering Services
Andy Fischer, Infrastructure Inspections Division Manager
David Neiman, Bayside Community Church of Sarasota, Inc.

APR 09 2013

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Originals to Jane Oliver (vj)

For: Bayside Community Church
(Name of Project)
Wastewater Util

**AGREEMENT AND
CASH BOND/CASHIER'S CHECK/CERTIFICATE OF DEPOSIT AS
DEFECT SECURITY WARRANTING REQUIRED IMPROVEMENTS**

WHEREAS, BAYSIDE COMMUNITY CHURCH OF SARASOTA, INC. (Developer) has constructed certain Required Improvements as a condition of approval of a subdivision or final site plan identified as BAYSIDE COMMUNITY CHURCH (Project); and

WHEREAS, in connection with the Project the Developer has submitted "as built" construction drawings for the Required Improvements which are on file with and have been approved by Manatee County, Florida (County); and

WHEREAS, the Developer is requesting the County to accept for maintenance certain of these Required Improvements; and

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, requires that the Security identified below, which represents an amount equal to ten percent (10%) of the actual installation costs of the Required Improvements which the Developer is presently requesting the County to accept for maintenance, be executed prior to their acceptance by the County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the developer herewith tenders unto the County a OFFICIAL CHECK (Type of Security) in the amount of FIVE THOUSAND EIGHT HUNDRED EIGHTY-ONE & 14/100 Dollars (Words) \$5,881.14 (Numbers), dated FEBRUARY 12, 2013, with or drawn on GROW FINANCIAL FEDERAL CREDIT UNION (Financial Institution) (Security), payable to the order of Manatee County, Florida, to be held by the Clerk of the Circuit Court of the County, in escrow, for the specific benefit of the County in accordance with the conditions set forth herein.

CONDITIONS OF THE DEFECT SECURITY FOR THE BENEFIT OF THE COUNTY:

(Defect Security Cash Agreement)

For: Bayside Community Church
(Name of Project)

- a. This Security is posted for the purpose of correcting any construction, design or material defects or failures of or in those Required Improvements which the Developer is presently requesting the County to accept for maintenance (Defects), which appear within thirty-six (36) months from the date of the County's approval and acceptance of those Required Improvements as evidenced by the County's execution of this document.
- b. After identifying any such Defects, the County, after providing at least ten (10) days written notice to the Developer by certified mail, return receipt requested, may exercise its right to liquidate the Security for the purpose of correcting or causing the correction of the Defects and paying all costs thereof as provided herein. The costs for which the Security may be used shall include all costs of correcting the Defects, including without limitation all engineering, legal and contingent costs, together with any and all claims, costs, expenses and damages, either direct or consequential, which the County may sustain on account of the Defects and correction thereof. Any portion of the Security not used by the County may be released to the Developer not sooner than thirty-eight (38) months following the County's approval and acceptance of the Required Improvements.

Alternatively, the Developer, with the concurrence and at the option of the County, may undertake to correct such Defects itself upon posting additional security acceptable to the County.

2. Developer warrants the Required Improvements to be free from defects, and agrees to indemnify and pay to the County the full cost of correcting any such Defects appearing within thirty-six (36) months of the date hereof without regard to the amount of this Security. Developer agrees to the use of the funds by the County as provided herein.

Agreement Warranting Req'd Impv

For: Bayside Community Church

SIGNED AND SEALED this 20 day of MARCH, 2013

WITNESSES:

Janet L. Deemer
Witness
Janet L. Deemer

[Signature]
Type or Print Name

Beatriz Sullivan
Witness
Beatriz Sullivan
Type or Print Name

Bayside Community Church
Of Sarasota, Inc.
Developer

BY: David Neiman

DAVID NEIMAN
Signature

ADMINISTRATION DIRECTOR
Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)
PO BOX 20997

Postal Address
BRADENTON FL 34204

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 20 day of march, 2013, by David Neiman, as Administration Director (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:



Maggie Averso
Notary Public
maggie Averso
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 9th day of April, 2013

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: [Signature]
VICE - Chairman

ATTEST: Weki Jessner Deputy Clerk
R. B. Shore, Clerk of the Circuit Court



THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

grow financial[®]
federal credit union

OFFICIAL CHECK

64-305
611

P.O. BOX 89909
Tampa, FL 33689-0415
AGENT FOR MONEYGRAM

FOR: DEFECT SECURITY

00 0052305983

02/12/13

Pay ** Five Thousand Eight Hundred Eighty-One and 14/100 DOLLARS **

\$5,881.14

To The Order Of

MANATEE COUNTY FLORIDA

RE: BAYSIDE COMMUNITY CHURCH OF
SARASOTA INC

DEFECT SECURITY

Yvette C. Nees MP
AUTHORIZED SIGNATURE

DRAWER: MONEYGRAM PAYMENT SYSTEMS INC., P.O. BOX 9476 MINNEAPOLIS, MN 55480
DRAWEE: WACHOVIA BANK, NA BUFORD GA

68677 / M 55054-Q

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TO: Lori Bryan, Accounts Payable Supervisor, Finance Department
FROM: Vicki Tessmer, Board Records Supervisor
Re: **Bayside Community Church** (Acceptance of Official Check 00 0052305983)
Date: October 10, 2012

Please set up an account for **Bayside Community Church of Sarasota, Inc., Official Check** 00 0052305983 in the amount of **\$5,881.14** accepted by the Board of County Commissioners on **April 9, 2013**, in conjunction with Acceptance of Defect Security Agreement and Acceptance of Official Check **securing water and utility improvements**. Supporting Material is attached for your information.

Please forward the **account number** information to **Vicki Jarratt, Board Records**.

Thank you for your assistance.

Attachments

From: [Pam Wingo](#)
To: [Vicki Jarratt](#)
Cc: [Wendy Fuller](#)
Subject: BAYSIDE COMMUNITY CHURCH
Date: Friday, April 12, 2013 3:37:59 PM

Good afternoon Vicki!

I wanted to provide you with the account number for Defect Security Agreement for Bayside Community Church:

- 401 0000000 229100/0250073 3002

Thank you and have a nice weekend!

Pam Wingo

Treasury Management
For R.B. "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.ManateeClerk.com
Pam.Wingo@manateeclerk.com
941-749-6120
"Pride in Service with a Vision to the Future"

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.