

**RESOLUTION NO. 2021-09**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY PAMLICO POINT MANAGEMENT, LLC AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (VICENZA SUB-PHASE 1-3)**

**WHEREAS**, Pamlico Point Management, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for the rendering of potable water services to the following described property: Vicenza Sub-phase 1-3 consists of approximately 593 LF of 12" PVC, 650 LF of 8" PVC, and 410 LF of 4" PVC. This can be described as lots 212 to 239 and 305 to 311 as well as the 4" interconnect from Vicenza to The Woods; 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 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, in the area above described, 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 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 27TH DAY OF APRIL 2021.**

\_\_\_\_\_  
Ron Feinsod, Mayor, City of Venice

ATTEST:

\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, 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 27th day of April 2021, a quorum being present.

WITNESS my hand and official seal of said City this 27th day of April 2021.

\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

\_\_\_\_\_  
Kelly Fernandez, City Attorney

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Pamlico Point Management, LLC, PARTY OF THE FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE, PARTY OF THE SECOND PART, 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 constructed and installed by the party of the first part in the subdivision and lands described as follows:

Vicenza Sub-phase 1-3 consists of approximately 593 LF of 12" PVC, 650 LF of 8" PVC, and 410 LF of 4" PVC. In relation to the record drawings, this includes from the tie-in shown on sheet 44 (12" GV, point 110026) to the end of sub-phase on sheets 45 (point 110749, 12" GV) and 68 (point 110503, 8" GV) as well as the supplemental sheet at the end of the drawing set. This can be described as lots 212 to 239 and 305 to 311 as well as the 4" interconnect from Vicenza to The Woods.

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said water distribution systems to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said water distribution system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid water distribution system, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it 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 said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 8 day of Jan, 2021.

Signed: \_\_\_\_\_

James R. Schier

WITNESSES:

Cheryl Picerno

Michele Zink

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8TH day of Jan, 2021, by James R. Schier as Manager of Pamlico Point Management, LLC, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who produced as identification.

Cheryl Picerno

Notary Public

Print Name: Cheryl Picerno

My Commission Expires: \_\_\_\_\_

## DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Pamlico Point Management LLC, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of Nine Thousand Three Hundred Fifty Nine Dollars and Sixty Cents (\$9,359.60) Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer to secure this obligation, has provided the City with an Irrevocable Standby Surety Bond No. CS3250200 in the amount of \$9,359.60 issued by Great American Insurance Company, which expires on May 1, 2022, the original of which is attached hereto.

WHEREAS, the Developer has developed a Subdivision in Venice, Florida, known and identified as Vicenza Sub-phase #1-3, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the letter of credit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs and pay all costs, both direct and incidental, from the proceeds of this bond.

The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 19<sup>th</sup> day of November, 2020.

ATTEST:



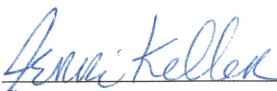
Secretary

Cilla G. Heim  
Cilla G. Heim

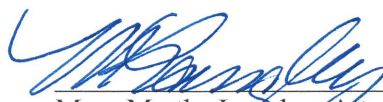
DEVELOPER: Pamlico Point Management LLC


James R. Schier, Vice President

ATTEST:



Secretary

SURETY: Great American Insurance Company


Mary Martha Langley, Attorney-in-Fact and  
Florida Licensed Resident Agent



# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21328

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name                     | Address        | Limit of Power |
|--------------------------|----------------|----------------|
| FREDERIC M. ARCHERD, JR. | ALL OF         | ALL            |
| TANYA L. RUSSO           | TAMPA, FLORIDA | \$100,000,000  |
| RICHARD P. RUSSO, JR.    |                |                |
| MARY MARTHA LANGLEY      |                |                |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

19TH

day of

November

, 2020



*Stephen C. Beraha*

Assistant Secretary

# NEALCOMMUNITIES.COM

Building. Home. Life.

January 8, 2021

File: 215614167

City of Venice  
City Engineer's Office  
401 West Venice Avenue  
Venice, Florida 34285

Re: Vicenza Sub-phase 1-3


To Whom It May Concern:

This letter is to certify that the final costs of the installation of the water distribution lines serving Vicenza Sub-phase #1-3 Subdivision that are to be turned over to the City of Venice are:

|                                 |                     |
|---------------------------------|---------------------|
| Water Distribution Cost         | \$ <u>62,397.36</u> |
| Reclaim Water Distribution Cost | \$ N/A              |
| Sewage Collection Cost          | \$ N/A              |

Attached is EXHIBIT A, a cost breakdown.

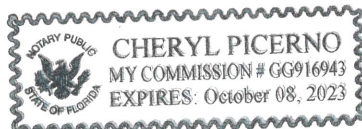
Sincerely,  
**Pamlico Point Management LLC**

  
James R. Schier  
Senior Vice President of Finance  
Phone: 941-328-1040  
E-Mail: [jschier@nealcommunities.com](mailto:jschier@nealcommunities.com)

STATE OF FLORIDA  
COUNTY OF SARASOTA

Jan. The foregoing instrument was acknowledged before me this 8th day of Jan., 2021, by James R. Schier as Manager of Pamlico Point Management, LLC, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who produced \_\_\_\_\_ as identification.

Stamp



  
Notary Public

Print Name: Cheryl Picerno

My Commission Expires: \_\_\_\_\_

**COST BREAKDOWN  
EXHIBIT A**

PROJECT NAME: Vicenza Sub-phase #1-3

WATER SYSTEM:

| QUANTITY    | UNIT      | SIZE      | DESCRIPTION   | UNIT COST          | COST               |
|-------------|-----------|-----------|---|--------------------|--------------------|
| <u>650</u>  | <u>LF</u> | <u>8</u>  | PVC WATER MAIN  | <u>\$7.30</u>      | <u>\$4,745.00</u>  |
| <u>593</u>  | <u>LF</u> | <u>12</u> | PVC WATER MAIN  | <u>\$13.50</u>     | <u>\$8,005.50</u>  |
|             |           |           | PVC WATER MAIN  | <u>\$13.00</u>     | <u>\$0.00</u>      |
| <u>2</u>    | <u>EA</u> | <u>8</u>  | GATE VALVE  | <u>\$435.18</u>    | <u>\$870.36</u>    |
| <u>2</u>    | <u>EA</u> | <u>12</u> | GATE VALVE  | <u>\$782.52</u>    | <u>\$1,565.04</u>  |
|             |           |           | GATE VALVE  |                    |                    |
| <u>1</u>    | <u>EA</u> | <u>6</u>  | HYDRANTS  | <u>\$1,587.95</u>  | <u>\$1,587.95</u>  |
|             |           |           | TAPPING SLEEVES                                       |                    |                    |
|             |           |           | TAPPING SLEEVES                                       |                    |                    |
|             |           |           | DOUBLE POLYETHYLENE SERVICES                          |                    |                    |
| <u>13</u>   | <u>EA</u> | <u>NA</u> | W/CORPORATIONS, CURB STOPS & METER BOXES              | <u>\$313.33</u>    | <u>\$4,073.29</u>  |
|             |           |           | SINGLE POLYETHYLENE SERVICES                          |                    |                    |
| <u>9</u>    | <u>EA</u> | <u>NA</u> | W/CORPORATIONS, CURB STOPS & METER BOXES              | <u>\$195.96</u>    | <u>\$1,763.64</u>  |
| <u>1</u>    | <u>EA</u> | <u>NA</u> | AUTOFLUSHER   | <u>\$4,500.00</u>  | <u>\$4,500.00</u>  |
| <u>1243</u> | <u>LF</u> | <u>NA</u> | TESTING PER COV STANDARDS                             | <u>\$1.06</u>      | <u>\$1,317.58</u>  |
|             |           |           | 4 INCH CONNECTION TO THE WOODS - SEE ATTACHED PRICING |                    |                    |
| <u>1</u>    | <u>LS</u> | <u>NA</u> |   | <u>\$33,969.00</u> | <u>\$33,969.00</u> |
|             |           |           |   | <b>SUB-TOTAL</b>   | <b>\$62,397.36</b> |

**Must be signed & sealed by a Florida Registered Professional Engineer**







**Engineer's Certified Cost of Construction  
Vicenza Phase 1 Subphase #1-3**

**City of Venice Maintenance Bond**

**Site Development Cost Breakdown Summary**

|                               |                    |
|-------------------------------|--------------------|
| <b>Potable<br/>Water</b>      | <b>\$62,397.36</b> |
| <b>Total Cost<br/>Opinion</b> | <b>\$62,397.36</b> |
| <b>Total x 15%</b>            | <b>\$9,359.60</b>  |

**Certificate of Cost Opinion**

I, Travis Fledderman, hereby submit that my opinion of cost for the improvements itemized herein is Sixty Two Thousand Three Hundred Ninety Seven Dollars and Thirty Six Cents (\$62,397.36).

Furthermore, as required by City of Venice, 15% of this amount, specifically Nine Thousand Three Hundred Fifty Nine Dollars and Sixty Cents (\$9,359.60) is the required amount of the maintenance bond.



Signed and sealed on this 7th day of January, 2021

Signed: \_\_\_\_\_

Travis Fledderman

Florida Registered Engineer No. 82341





Engineer's Certified Cost of Construction  
Pamlico Point Management, LLC  
Vicenza Phase 1 Subphase #1-3

**Water Sub-Phase 1-3**

| Item  | Category  | Unit | Quantity (est.) | Unit Price  | Total              |
|---|---|------|-----------------|-------------|--------------------|
| 1)  | 8" PVC Water Main   | LF   | 650             | \$7.30      | \$4,745.00         |
| 2)  | 8" Gate Valve (Per City of Venice Detail)                           | EA   | 2               | \$435.18    | \$870.36           |
| 3)  | 12" PVC Water Main  | LF   | 593             | \$13.50     | \$8,005.50         |
| 4)  | 12" Gate Valve (Per City of Venice Detail)                          | EA   | 2               | \$782.52    | \$1,565.04         |
| 5)  | Single Water Service  | EA   | 9               | \$195.96    | \$1,763.64         |
| 6)  | Double Water Service  | EA   | 13              | \$313.33    | \$4,073.29         |
| 7)  | Potable Water Testing Per COV Standards                             | LF   | 1,243           | \$1.06      | \$1,317.58         |
| 8)  | Fire Hydrant Assembly   | EA   | 1               | \$1,587.95  | \$1,587.95         |
| 9)  | Potable Water Main Fittings - NA - Pricing Included with Pipe Above | NA   | 0               | \$0.00      | \$0.00             |
| 10)   | Flusher   | EA   | 1               | \$4,500.00  | \$4,500.00         |
| 11)   | 4" PVC Water Main Connection to The Woods                           | LS   | 1               | \$33,969.00 | \$33,969.00        |
| <b>Vicenza Phase 1 Subphase #1-3 Grand Total:</b> |   |      |                 |             | <b>\$62,397.36</b> |

All unit prices were provided by contractor, see attached excerpt provided.



Bid Form  
Pamlico Point Management, LLC  
Vicenza

Potable Water

| Item Description  | Unit | Quantity (est.) | Unit Price                          | Total               |       |
|---|------|-----------------|-------------------------------------|---------------------|-------|
| <b>Phase 1</b>  |      |                 |                                     |                     |       |
| 1) 8" PVC Water Main                                    | LF   | 9,560           | \$7.30                              | \$69,788.00         | 19 CD |
| 2) 8" Gate Valve (Per City of Venice Detail)            | EA   | 17              | \$435.18                            | \$7,398.06          |       |
| 3) 12" PVC Water Main                                   | LF   | 4,360           | \$13.50                             | \$58,860.00         | 10 CD |
| 4) 12" Gate Valve (Per City of Venice Detail)           | EA   | 6               | \$782.52                            | \$4,695.12          |       |
| 5) Single Water Service                                 | EA   | 89              | \$195.96                            | \$17,440.44         |       |
| 6) Double Water Service                                 | EA   | 106             | \$313.33                            | \$33,212.98         | 15 CD |
| 7) Potable Water Testing Per City of Venice Standards   | LF   | 13,903          | \$1.06                              | \$14,695.47         | 3 CD  |
| 8) Fire Hydrant Assembly                                | EA   | 14              | \$1,587.95                          | \$22,231.30         |       |
| 9) Potable Water Main Fittings - Total LF of the WM     | LS   | 1               | \$0.00                              | \$0.00              |       |
| 10) 2" Automatic Flusher (per City of Venice standards) | EA   | 4               | \$4,500.00                          | \$18,000.00         |       |
| 10A ARV/BOA   | EA   | 1               | \$4,404.43                          | \$4,404.43          |       |
| 12) Jumper  | EA   | 2               | \$10,624.35                         | \$21,248.70         | 3 CD  |
| 13) Connect to Border Road Main                         | LS   | 1               | \$2,899.44                          | \$2,899.44          |       |
|   |      |                 | <b>Potable Water Phase 1 Total:</b> | <b>\$274,873.94</b> | 65 CD |
|   |      |                 |                                     |                     |       |
|   |      |                 |                                     |                     |       |
|   |      |                 |                                     |                     |       |
|   |      |                 |                                     |                     |       |
|   |      |                 |                                     |                     |       |
|   |      |                 |                                     |                     |       |
|   |      |                 |                                     |                     |       |



# Vicenza - Woodlands Connector Main

| #            | ITEM                                 | QUANTITY | UNIT | UNIT PRICE | TOTAL      |
|--------------|--------------------------------------|----------|------|------------|------------|
| <b>Water</b> |                                      |          |      |            |            |
| 1            | 4" C-900 Water Main (All restrained) | 410      | LF   | \$24.00    | \$9,840.00 |
| 2            | 4" Tie In @ Valve (East side)        | 1        | EA   | \$1,850.00 | \$1,850.00 |
| 3            | 4" Cut In Tee & Valve (West side)    | 1        | EA   | \$2,570.00 | \$2,570.00 |
| 4            | Fittings & Restraints                | 1        | LS   | \$4,650.00 | \$4,650.00 |
| 5            | Relocate Valve & Remove Auto Flusher | 1        | EA   | \$1,270.00 | \$1,270.00 |
| 6            | Grade & Sod Disturbed Areas          | 18,078   | SF   | \$0.50     | \$9,039.00 |
| 7            | Pressure Test, Chlorinate, & Bac-T   | 1        | LS   | \$2,250.00 | \$2,250.00 |
| 8            | Clearing/ Replanting landscape       | 1        | EA   | \$2,500.00 | \$2,500.00 |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$33,969.00</b> |
|--------------|--------------------|

Date \_\_\_\_\_