

RESOLUTION NO. 2020-41

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING ON-SITE AND OFF-SITE UTILITIES AND IMPROVEMENTS INSTALLED BY CASSATA PLACE, AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Aqueduct, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and wastewater collection systems and including all necessary appurtenances for the rendering of utility services to the following described property: Cassata Place; and

WHEREAS, Developer, in accordance with the City of Venice Resolution No. 853-84 is desirous of turning over said on-site and off-site improvements to the City of Venice; and

WHEREAS, the construction and installation of said on-site and off-site 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 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 wastewater collection systems and all necessary appurtenances for the rendering of utility services, in the area above described, are 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 developer's 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 OCTOBER 2020.**

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 October 2020, a quorum being present.

WITNESS my hand and official seal of said City this 27th day of October 2020.

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 **AQUEDUCT, 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 and waste water collection systems constructed and installed by the party of the first part in the subdivision and lands described as follows:

CASSATA PLACE

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 and waste water collection 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 and waste water collection systems.

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 and wastewater collection systems, 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 17 day of August, 2020.

WITNESSES:

[Signature]
Stephanie L Tancey

AQUEDUCT, LLC

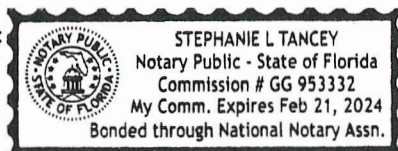
[Signature]
 Frank Cassata, Manager

STATE OF FLORIDA
 COUNTY OF SARASOTA

Subscribed before me this 17 day of August, 2020, by FRANK CASSATA

who is personally known to me or has produced _____ as identification.

Notary Stamp:



[Signature]
 Notary Public

DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that **AQUEDUCT, 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 Fifty Four Thousand Two Hundred Ninety Five Dollars and Eighty Seven Cents (\$54,295.87), 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 Letter of Credit, No. 22163547 in the amount of Fifty Four Thousand Two Hundred Ninety Five Dollars and Eighty Seven Cents (\$54,295.87), issued by Cadence Bank, which expires on OCTOBER 23, 2021, the original of which is attached hereto.

WHEREAS, the Developer has developed a SUBDIVISION in Venice, Florida, known and identified as **CASSATA PLACE**, 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 (1) 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 cost 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 17 day of August, 2020.

DEVELOPER: AQUEDUCT, LLC

ATTEST:

Stephanie L. Sancy
Secretary

Frank Cassata
Frank Cassata, Manager



IRREVOCABLE STANDBY LETTER OF CREDIT NO.: 22163547

ISSUE DATE: AUGUST 26, 2020

BENEFICIARY: CITY OF VENICE, A MUNICIPAL CORPORATION
401 WEST VENICE AVENUE
VENICE, FL 34285

APPLICANT: AQUEDUCT LLC
7507 S. TAMiami TRAIL
SARASOTA, FL 34232

AMOUNT: US\$54,295.87
EXPIRATION DATE: OCTOBER 22, 2021

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 22163547 IN FAVOR OF THE CITY OF VENICE, A MUNICIPAL CORPORATION ("CITY") FOR THE ACCOUNT OF AQUEDUCT LLC (DEVELOPER") UP TO THE AGGREGATE AMOUNT OF FIFTY FOUR THOUSAND TWO HUNDRED NINETY-FIVE AND 87/100 UNITED STATES DOLLARS (US\$54,295.87) EXPIRING AT OUR COUNTERS AT 2800 POST OAK BOULEVARD, SUITE 3800, HOUSTON, TEXAS 77056 ATTENTION LETTER OF CREDIT SPECIALIST.

THIS LETTER OF CREDIT IS ISSUED TO THE CITY AS SECURITY FOR INSTALLATION AND MAINTENANCE GUARANTEE OF THE UTILITIES BEING TURNED OVER TO THE CITY OF VENICE OF CASSATA PLACE IN VENICE, FLORIDA, KNOWN AND IDENTIFIED CASSATA PLACE.

FUNDS ARE AVAILABLE TO YOU UPON RECEIPT OF YOUR WRITTEN DEMAND STATING THAT:

1. THE DEVELOPER HAS FAILED TO SATISFACTORILY INSTALL OR MAINTAIN WORK REQUIRED FOR THE INSTALLATION OF THE WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION SYSTEM SERVICING THE CASSATA PLACE HEREIN WITHIN FIFTEEN (15) DAYS OF A WRITTEN REQUEST FROM THE CITY AND IS IN DEFAULT OF ITS OBLIGATION TO THE CITY.
2. COPY OF WRITTEN REQUEST THE CITY SENT TO THE DEVELOPER.

THIS LETTER OF CREDIT SHALL EXPIRE:

1. ON OCTOBER 22, 2021 OR
2. UPON RECEIPT BY US OF A LETTER, ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS (IF ANY), FROM THE CITY OF VENICE, A MUNICIPAL CORPORATION AUTHORIZING US TO CANCEL.

WE HEREBY ENGAGE WITH YOU THAT ALL DEMANDS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON DELIVERY OF SPECIFIED DOCUMENTS TO CADENCE BANK, N.A., 2800 POST OAK BOULEVARD, SUITE 3800, HOUSTON, TEXAS 77056 ATTENTION LETTER OF CREDIT SPECIALIST IF PRESENTED ON OR BEFORE THE ABOVE MENTIONED EXPIRY DATE.

EXCEPT SO FAR AS IS OTHERWISE STATED, THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES, ISP98 AS PUBLISHED BY THE INSTITUTE OF INTERNATIONAL BANKING LAW & PRACTICE, BEARING THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) PUBLICATION NO. 590.

VERY TRULY YOURS,

CADENCE BANK, N.A.

A blue ink signature of Nicholas Dzembo, consisting of stylized, overlapping loops and strokes.

NICHOLAS DZEMBO
SENIOR VICE PRESIDENT

2800 Post Oak Boulevard, Suite 3800 | Houston, Texas 77056
713-871-4000



Professional Engineering Resources, Inc.

Engineering, Planning, Permitting

August 15, 2020

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

RE: Cassata Place
PEER Job No.: 18-2352

Dear Ms. Weeden:

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

Water Distribution System Cost = \$ 126,863.00

Sewage Collection System Cost = \$ 235,109.50

Total = \$ 361,972.50

Attached as Exhibit A is a cost breakdown.

The letter of credit maintenance bond amount is \$ 54,295.87.

Thank you for your expeditious attention and cooperation.

Sincerely,

Paul V. Sherma, P.E.

cc: Mr. Mike Miller

[P:\WPDOCS\2018 JOBS\18-2352\kathleenW8-15-20bondlettera.wpd]

**CASSATA PLACE
SITE INFRASTRUCTURE COST**

NO.	ITEM	QUANTY	UNITS	UNIT PRICE	COST
ON SITE SEWER SYSTEM					
1.	8" GRAVITY SEWER MAIN	670	LF	\$42.00	\$28,140.00
2.	8" SEWER SERVICES	795	LF	\$28.00	\$22,260.00
3.	SHALLOW SEWER MANHOLE	1	EA	\$4,250.00	\$4,250.00
4.	SEWER MANHOLES	1	EA	\$3,575.00	\$3,575.00
5.	SEWER MANHOLE INFLOW PROTECTOR	2	EA	\$75.00	\$150.00
6.	SEWER WYES 8" X 6" DOUBLE	9	EA	\$950.00	\$8,550.00
7.	SEWER WYES 8" X 6"	1	EA	\$650.00	\$650.00
8.	SEWER WYES 8" X 6" DOUBLE	10	EA	\$450.00	\$4,500.00
9.	SEWER ELLS & OFFSET FITTINGS	20	EA	\$375.00	\$7,500.00
10.	SEWER PLUG 8"	1	EA	\$325.00	\$325.00
11.	SEWER COS W/ PLUG	20	EA	\$475.00	\$9,500.00
12.	DEWATERING	1	LS	\$1,500.00	\$1,500.00
13.	SEWER MAIN TESTING	1	LS	\$3,500.00	\$3,500.00
				SUBTOTAL	\$94,400.00
OFF SITE SEWER SYSTEM					
1.	8" SEWER MAIN (10-14)	537	LF	\$158.00	\$84,846.00
2.	SEWER MANHOLES	3	EA	\$4,580.00	\$13,740.00
3.	TIE INTO EXISTING MANHOLE	1	LS	\$3,550.00	\$3,550.00
4.	SEWER MANHOLE INFLOW PROTECTOR	3	EA	\$75.00	\$225.00
5.	REMOVE AND REPLACE SIDEWALK	1	LS	\$19,812.00	\$19,812.00
6.	REGRADE & SOD SWALE	1	LS	\$11,916.25	\$11,916.25
7.	REPAIR & ASPHALT AUBURN WOODS ENTRANCE	1	LS	\$6,620.25	\$6,620.25
				SUBTOTAL	\$140,709.50
DOMESTIC WATER					
1.	12" WATER MAIN	442	LF	\$52.00	\$22,984.00
2.	8" WATER MAIN	867	LF	\$37.00	\$32,079.00
3.	8" WATER MAIN TEES	1	EA	\$975.00	\$975.00
4.	8" X 6" WATER MAIN TEES	2	EA	\$975.00	\$1,950.00
5.	8" TAPPING SLEEVE & VALVE	1	EA	\$3,875.00	\$3,875.00
6.	TIE-IN EXIST 12"	1	EA	\$1,850.00	\$1,850.00
7.	12" X 8" TEE	1	EA	\$1,875.00	\$1,875.00
8.	12" VALVE	1	EA	\$3,450.00	\$3,450.00
9.	8" VALVES W/ BOX	4	EA	\$2,150.00	\$8,600.00
10.	8" X 2" TAP SADDLES W/ CORP STOP	14	EA	\$750.00	\$10,500.00
11.	8" X 3/4" TAP SADDLE W/ CORP STOP	1	EA	\$685.00	\$685.00
12.	2" X 1" X 1" BRASS WYES	14	EA	\$275.00	\$3,850.00
13.	1" CURB STOP	28	EA	\$325.00	\$9,100.00
14.	3/4" CURB STOP	1	EA	\$325.00	\$325.00
15.	3/4" RP BACKFLOW PREVENTOR	1	EA	\$950.00	\$950.00
16.	3/4" COMBRACO B/F DEVICE	28	EA	\$65.00	\$1,820.00
17.	JUMBO METER BOXES	29	EA	\$105.00	\$3,045.00
18.	FIRE HYDRANT ASSEMBLY	2	EA	\$5,950.00	\$11,900.00
19.	SAMPLE POINTS	2	EA	\$950.00	\$1,900.00
20.	2" TEMP BLOW OFF	1	EA	\$1,650.00	\$1,650.00
21.	WATER MAIN TESTING	1	LS	\$3,500.00	\$3,500.00
				SUBTOTAL	\$126,863.00
				TOTAL	\$361,972.50

EXHIBIT A

AQUEDUCT, LLC
7507 S. Tamiami Trail
Sarasota, FL 34231

August 14, 2020

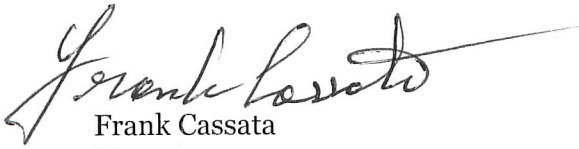
City of Venice
City Engineer's Office
401 West Venice Avenue
Venice, FL 34285

Re: **CASSATA PLACE**

To Whom It May Concern:

All labor and materials furnished and installed for the underground utilities at the above referenced project are guaranteed for the period of one (1) year from the date of final acceptance by the City of Venice City Council.

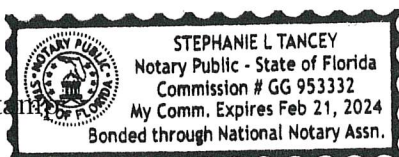
Sincerely,



Frank Cassata
Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

Subscribed before me this 17 day of August, 2020, by
FRANK CASSATA, who is personally known to me or has produced
_____ as identification.

Notary Stamp




Notary Public