Requested by: Engineering Prepared by: City Clerk's Office

RESOLUTION NO. 2017-07

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

WHEREAS, LALP Development, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for the rendering of potable water services described as follows: Toscana Isles, Unit 1 and 2, Phase 2; 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 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 by Developer are hereby accepted as part of the water system of the City of Venice, Florida.

SECTION 3. The one-year developer's maintenance bond, attached hereto as Exhibit "1", is hereby accepted by the City of Venice, Florida.

SECTION 4. The Bill of Sale, attached hereto as Exhibit "2", is hereby accepted by the City of Venice, Florida.

SECTION 5. This Resolution shall take effect upon adoption, as provided by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 11TH DAY OF APRIL 2017.

ATTEST:	John W. Holic, Mayor, City of Venice
Lori Stelzer, MMC, City Clerk	
County, Florida, do hereby certify that the fore	enice, Florida, a municipal corporation in Sarasota egoing is a full and complete, true and correct copy uncil of the City of Venice, Florida, at a meeting ay of April 2017, a quorum being present.
WITNESS my hand and official seal of said City	this 11th day of April 2017.
(SEAL)	Lori Stelzer, MMC, City Clerk
Approved as to form:	
David Persson, City Attorney	

DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that <u>LALP DEVELOPMENT</u>, <u>LLC</u>, a <u>Florida limited liability company</u>, 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 <u>Thirty Six Thousand</u>, <u>Nine Hundred and Eighteen and 75/100</u> (\$36,918.75) 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 a Surety Bond No. <u>SUR60001332</u> in the amount of \$36,918.75 issued by <u>Ironshore Indemnity</u>, <u>Inc.</u>, a <u>Minnesota Corporation</u>, the original of which is attached hereto.

WHEREAS, the Developer has developed a <u>Subdivision</u> in Venice, Florida, known and identified as <u>Toscana</u> <u>Isles - Units 1&2</u>, Phase 2, 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 surety Bond 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 <u>24th</u> day of <u>March</u>, 2017.

ATTEST:

Nomo: 8

DEVELOPER:

LALP Development, LLC a Florida limited liability company

By: Vanguard Realtors, LLC

a Florida limited liability company

Its Manager

By:

John R. Pes hkin as its Manager

Page 3 of 15, Res. No. 2017-07

DEVELOPER ACKNOWLEDGMENT FORM

STATE OF FLORIDA COUNTY OF SARASOTA

On this 24th day of March, 2017, before me personally appeared John R. Peshkin, to me known, who, being by me first duly sworn, did depose and say that he is the Manager of Vanguard Realtors, LLC, a Florida limited liability company, the manager of LALP DEVELOPMENT, LLC, a Florida limited liability company, being the Developer described in the foregoing instrument.

My commission expires: October 2, 2018

ALYSSA NÉLSŐN NOTARY PUBLÍC STATE OF FLÖRÍÐA Comm# FF957425 Expires 10/2/2018 Notary Public State of Florida

Alyssa Nelson Printed Name of Notary Public

FF957425 Notary Public Commission Number

ussa Nelson

TOSCANA ISLES - PHASE 2

ENGINEER'S ESTIMTE FOR UTILITY MAINTENANCE BOND

I, D. Shawn Leins, P.E., a Florida Registered Engineer, License No 41078, do hereby estimate the cost of Improvements to be completed as itemized below at \$246,125.00, and that 15% of this amount is \$36,918.75

Watermain

Description	Qty Remaining	MOU	Unit Price	Total	
8" PVC Watermain	3,960.00	LF	\$ 18.00	\$ 71,280.00	
8" Gate Valve with Box	5.00	EA	\$ 1,750.00	\$ 8,750.00	
Fire Hydrant Complete	8.00	EA	\$ 5,050.00	\$ 40,400.00	
8" x 6" TEE	8.00	EΑ	\$ 300.00	\$ 2,400.00	
8" Megalugs	50.00	EA	\$ 80.00	\$ 4,000.00	
6" Megalugs	8.00	EA	\$ 70.00	\$ 560.00	
8" Restrainers	50.00	EA	\$ 70.00	\$ 3,500.00	
Water Service (Long)	. 1.00	EA	\$ 775.00	\$ 7,750.00	
Water Service (Short)	.:4.00	EA	\$ 750.00	\$ 25,500.00	
2" Water Service (Long)	1.01	ĒΑ	\$ 1,500.00	\$ 36,800.00	
2" Water Service (Short)	Gu.a	EA	\$ 1,375.00	\$ 24,750.00	
2" Temporary Blowoff w/ 8" Gate Va	2.00	EA	\$ 2,500.00	\$ 5,000.00	
Tie into exisitng	1.00	EA	\$ 1,500.00	\$ 1,500.00	
Remove Blowoff & Install Temporary	2.00	EA	\$ 2,500.00	\$ 5,000.00	
8" HDPE Pipe	100.00	LF	\$ 42.50	\$ 4,250.00	
8" HDPE 45 Bends	2.00	EA	\$ 275.00	\$ 550.00	
8" MJ Tee	1.00	EA	\$ 295.00	\$ 295.00	
8" HDPE to PVC Adapters	2.00	EA	\$ 275.00	\$ 550.00	
Potable Water Testing	1.00	LS	\$ 3,290.00	\$ 3,290.00	

Subtotal

\$ 246,125.00

P. hawin Leina The OF Florida Registration No.

Date: Man

UTILITY MAINTENANCE BOND

Bond No.: <u>SUR60001332</u> Principal Amount: <u>\$36,918.75</u>

KNOW ALL MEN BY THESE PRESENTS, that we, <u>LALP DEVELOPMENT</u>, <u>LLC</u>, 7350 Point of Rocks Road, Sarasota, Florida, 34242, a Florida limited liability company as Principal, and <u>Ironshore Indemnity Inc.</u>, <u>PO Box 3407</u>, <u>New York</u>, <u>NY 10008</u>, a <u>Minnesota Corporation</u>, as Surety, are held and firmly bound unto The City of Venice, 401 West Venice Ave., Venice, FL 34285, a municipal corporation, (the "City"), as Obligee, in the penal sum of <u>Thirty-Six Thousand Nine Hundred Eighteen and 75/100</u> (\$36,918.75) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, <u>LALP DEVELOPMENT</u>, <u>LLC</u> has constructed in <u>Toscana Isles</u> Subdivision, in Venice, FL the following improvements:

Water Distribution System, per the Contractor's Certification of final costs of installation of such systems at a total cost of \$246,125.00.

In connection with the installation of such systems, the City requires a Utility Maintenance Bond at 15% of the total cost of improvements of \$246,125.00, for Toscana Isles - Units 1 & 2, Phase 2, for a period of one year.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal 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 Principal shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been maintained, repaired or replaced, will complete the maintenance, repair or replacement or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the maintenance, repair or replacement.

Signed, sealed and dated, this 24th day of March, 2017.

LALP Development, LLC a Florida limited liability company Principal

By: Vanguard Realtors, LLC

a Florida limited liability company, its Manager

By: John. R. Peshkin, as its Manager

Ironshore Indemnity Inc. a Minnesota Corporation Surety

By:

Brook T. Smith, Attorney-in

Florida License #A245917

COUNTY OFJefferson	
	nothi Alatani Dublia
	netti, Notary Public here insert name and title of the officer)
personally appearedBrook T. Smith, Attorney-in-F	
subscribed to the within instrument and acknowledged to m	satisfactory evidence) to be the person(s) whose name(s) is/are ne that he/she/they executed the same in his/her/their authorized instrument the person(s), or the entity upon behalf of which the
WITNESS my hand and official seal.	
Signature Inniv L Fusinett (SEA)	L)
Commission Expiration: February 13, 2020	
	This area for Official Notarial Seal
OP1	TIONAL
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ID-1232 (REV, 10/06)

ALL-PURPOSE ACKNOWLEDGEMENT

1-10ense # A245912

FLORIDA DEPARTMENT OF INSURANCE

BROOK THOMAS SMITH
Lic.# 400199448
IS LICENSED TO TRANSACT THE
FOLLOWING CLASSES OF INSURANCE:
Nonres.Gen.Lnes(Prop.&Cas.Ins)

FLORIDA DEPARTMENT OF INSURANCE

EPOP THOMAS SMITH COLOR MONAGED OF IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE: Outpalling Classes of Insurance:

	SIGNATURE
A245912	
SIGNATURE	

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra L. Fusinetti, Deborah Neichter, Jill Kemp, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Rowe, Amy Meredith, Lynnette Long, Barbara Duncan, Mark A. Guidry, Michele Lacrosse, Michael Dix, Rebecca M. Reid, Leigh McCarthy and Summer A. Betting its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 2^{rd} day of July, 2013.

IRONSHORE INDEMNITY INC.

Daniel L. Sus man

ACKNOWLEDGEMENT

On this 2nd day of July, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

ANY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19



Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 24th Day of March 201

SEAL 1918

Salaria Salaria Salaria Salaria Salaria

Paul S Giordano Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that LALP Development, 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:

TOSCANA ISLES – UNITS 1 & 2, PHASE 2

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:

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 21 day of March ____ 2017.

> LALP Development, LLC, a Florida limited liability company Vanguard Realtors, LLC, a Florida limited liability company

As its Manager

March 21, 2017

Date

STATE OF FLORIDA

COUNTY OF Sarasota

Subscribed before me this 2/st day of Maich

personally known to me or has produced

2017, by Manager of LALP Development, LC who is

Notary stamp:

CERTIFICATION

STATE OF FLORIDA)
COUNTY OF Sacassta)

FF957425

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared **John R. Peshkin**, who being duly sworn, upon oath certifies:

That no advance or contributions in aid of construction, refundable or non-refundable, have been made by customers or potential customers of the City of Venice Utility Department, or by the owner or owners, past or present, of any lots or tracts being served by the water distribution and waste water collection systems to and within that subdivision and lands known and described as:

TOSCANA ISLES – UNITS 1 & 2, PHASE 2

or by others (except as listed herein and here list any contributors if applicable)

Expires 10/2/2018

for the connection of such facilities; that there are no past or existing agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being serviced or to be served by such facilities which might adversely affect the operation of the water distribution and waste water collection systems or which might result in claims that all or some part of the cost of the water distribution and waste water collection systems has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

	Dated at, this	218+ day of March , 2017.
	Ву:	DEVELOPMENT, LLC , a Florida limited liability company Vanguard Realtors, LLC, a Florida limited liability company As its Manager
	Brad Forener ALYSSA NELSON	By: John R. Peshkin As its Manager
in	Subscribed before me this 21st R. Peshker as Manager & Vanguard Realter, us as identification.	day of March, 2017, by is personally known to me or who produced
	Notary Stamp: Commission No. ALYSSA NELSON NOTARY PUBLIC	Notary Public

LALP Development, LLC

7350 Point of Rocks Road Sarasota, Florida 34242

March 20, 2017

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

Re: Toscana Isles – Units 1 & 2, Phase 2

To Whom It May Concern:

This letter is to certify that there are no liens in existence against any of the work involving the installation of the water distribution lines and sewage collection lines serving (Toscana Isles – Units 1 & 2, Phase 2).

Sincerely,

LALP Development, LLC, a Florida limited liability company

By: Vanguard Realtors, LLC, a Florida limited liability company As its Manager

John Peshkin As its Manager

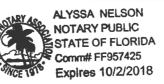
State of Florida County of Sacasota)

John R. Peshkin as Manager of Languard Realton Like 21st day of March 2017, by who is personally known to me or has produced as identification.

Mysa Nelson Notary Public

Notary stamp: Commission No.

FF95742S



LALP Development, LLC

7350 Point of Rocks Road Sarasota, Florida 34242

March 20, 2017

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

Re: TOSCANA ISLES – UNITS 1 & 2, PHASE 2

To Whom It May Concern:

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

Sincerely,

LALP Development, LLC, a Florida limited liability company

By: Vanguard Realtors, LLC, a Florida limited liability company

As its Manager

John R. Peshkir

As its Manager

State of Florida)
County of Sarasota)

Subscribed before me this 2

day of March

who is personally known to me or has produced

as Monages of CALP Development, Lec

as identification.

. .

Notary Public

Notary stamp: Commission No.

FF95742S





8340 Consumer Court, Sarasota, FL 34240 Telephone (941) 377-9178

Facsimile (941) 378-3786

March 22, 2017

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

Re: Toscana Isles, Units 1 & 2, Phase 2

To Whom It May Concern:

This letter is to certify that the final costs of the installation of the water distribution lines, reclaim water distribution lines, and sewage collection lines, serving Toscana Isles - Units 1 &2, Phase 2 that are to be turned over to the City of Venice are:

TOTAL	\$	246,125.00
Water Distribution Cost	\$_	246,125.00
Sewage Collection Cost	\$	0.00
Force Main Cost	\$	0.00

Attached is EXHIBIT A, a cost breakdown.

Sincerely,

D. Shawn Leins, P.E.

President

Florida Registered Engineer No. 41078

State of Florida County of Sarasota

Subscribed before me this 22th day of March, 2017, by D. Shawn Leins who is personally known to me.

Notary Stamp:

Commission No.

Notary Public



TOSCANA ISLES - PHASE 2

ENGINEER'S ESTIMTE FOR UTILITY MAINTENANCE BOND

I, D. Shawn Leins, P.E., a Florida Registered Engineer, License No 41078, do hereby estimate the cost of Improvements to be completed as itemized below at \$246,125.00, and that 15% of this amount is \$36,918.75

Watermain

Description	Qty Remaining	UOM	Un	Unit Price		Total	
8" PVC Watermain	3,960.00	LF	\$	18.00	\$	71,280.00	
8" Gate Valve with Box	5.00	EA	\$	1,750.00	\$	8,750.00	
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8" Megalugs	50.00	EA	\$	80.00	\$	4,000.00	
6" Megalugs	8.00	EA	\$	70.00	\$	560.00	
8" Restrainers	50.00	EA	\$	70.00	\$	3,500.00	
Water Service (Long)	10.00	EA	\$	775.00	\$	7,750.00	
Water Service (Short)	34.00	EA	\$	750.00	\$	25,500.00	
2" Water Service (Long)	23.00	EA	\$	1,600.00	\$	36,800.00	
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2" Temporary Blowoff w/ 8" Gate Va	2.00	EA	\$	2,500.00	\$	5,000.00	
Tie into exisitng	1.00	EA	\$	1,500.00	\$	1,500.00	
Remove Blowoff & Install Temporary	2.00	EA	\$	2,500.00	\$	5,000.00	
8" HDPE Pipe	100.00	LF	\$	42.50	\$	4,250.00	
8" HDPE 45 Bends	2.00	EA	\$	275.00	\$	550.00	
8" MJ Tee	1.00	EA	\$	295.00	\$	295.00	
8" HDPE to PVC Adapters	2.00	EA	\$	275.00	\$	550.00	
Potable Water Testing	1.00	LS	\$	3,290.00	\$	3,290.00	

Subtotal MAMMININ

\$ 246,125.00

havin Leins PE OF

Date: Manch 20, 20