

RESOLUTION NO. 2025-20

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS FROM RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (MAGNOLIA BAY SOUTH PHASE 2)

WHEREAS, Rustic Oaks Community Development District, hereinafter referred to as "Transferor", owns the wastewater collection system for the rendering of utility services for a project known as Magnolia Bay South Phase 2; and

WHEREAS, Transferor, 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, Transferor has submitted the documentation required by City of Venice Resolution No. 853-84, including a one-year developers 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 wastewater collection system in the area above described is 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 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 26TH DAY OF AUGUST 2025.

Nick Pachota, Mayor

ATTEST:

Kelly Michaels, MMC, City Clerk

I, Kelly Michaels, 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 26th day of August 2025, a quorum being present.

WITNESS my hand and official seal of said City this 26th day of August 2025.

Kelly Michaels, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

BILL OF SALE
MAGNOLIA BAY SOUTH PHASE 2 – WASTEWATER COLLECTION SYSTEM

KNOW ALL MEN BY THESE PRESENTS, that RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT, ("Transferor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE ("City"), 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, valves, and all other equipment used for, useful for, and/or in connection with the wastewater collection system constructed and installed by Transferor in the subdivision or lands known and identified as follows:
Magnolia Bay South Phase 2

And described in "Rustic Road South Phase 2 Wastewater Only As-Built" Plans which have been submitted to and accepted by the City with certified as-built quantities and costs attached hereto as Exhibit "A".

TOGETHER with every right, privilege, permit and easement of any kind and nature of Transferor, in and relating to and in connection with the aforesaid wastewater collection system.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns, forever.

AND TRANSFEROR does for itself and its successors and assigns, covenant to and with the City, its successors and assigns, that Transferor 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 City, its successors and assigns, against the claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed this 1st day of April, 2025.

WITNESSES:

Print Name: Manjira Khairutdinova

Print Name: Weyan Gammie

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Print Name: MARTHA SCHIFFER

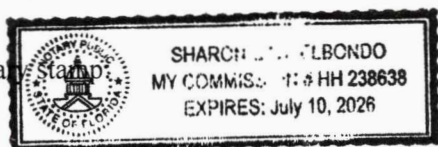
Its: CDD CHAIR

STATE OF FLORIDA
COUNTY OF Sarasota

Subscribed before me this 1st day of April, 2025, by MARTHA SCHIFFER, by means of physical presence or online notarization who is personally known to me or who has produced _____ as identification.

Notary Public

Notary





Clearview
LAND DESIGN, P.L.

January 21, 2025

Exhibit A

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

Re: Magnolia Bay South Phase 2 (AKA Rustic Road South Phase 2)

To Whom It May Concern:

This letter is to certify that the final costs of the installation of the wastewater collection lines serving Magnolia Bay South Phase 2 (AKA Rustic Road South Phase 2) that are to be turned over to the City of Venice are:

Wastewater Collection Cost

\$450,069.85

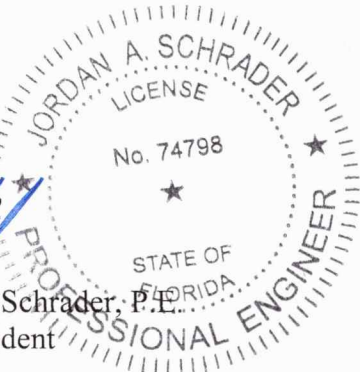
Attached is EXHIBIT B, a cost breakdown.

Total Cost: \$450,060.85

15% Bond: \$67,510.48

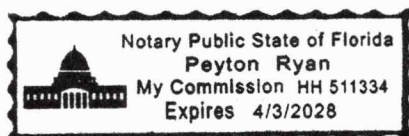
Sincerely,

Jordan A. Schrader, P.E.
Vice President



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21 day of January, 2025 by Jordan A. Schrader, as Vice President of Clearview Land Design P.L., by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who produced N/A as identification.



Peyton Ryan
Notary Public
Print Name: PEYTON RYAN
My Commission Expires: 4/3/28

**COST BREAKDOWN
EXHIBIT B**

PROJECT NAME: Magnolia Bay South Phase 2 (AKA Rustic Road South Phase 2)

WASTEWATER SYSTEM:

Quantity	Size	Description	Unit Cost	Cost
676 LF	8"	8" PVC (0-6 FT)	\$34.05	\$23,017.80
888 LF	8"	8" PVC (6-8 FT)	\$42.95	\$38,139.60
820 LF	8"	8" PVC (8-10 FT)	\$43.65	\$35,793.00
856 LF	8"	8" PVC (10-12 FT)	\$49.30	\$42,200.80
620 LF	8"	8" PVC (12-14 FT)	\$53.55	\$33,201.00
504 LF	8"	8" PVC (14-16 FT)	\$77.85	\$39,236.40
75 LF	8"	8" PVC (16-18 FT)	\$87.75	\$6,581.25
8 EA	4'	4' Sanitary Manhole (0-6 FT)	\$4,170.00	\$33,360.00
4 EA	4'	4' Sanitary Manhole (6-8 FT)	\$5,320.00	\$21,280.00
3 EA	4'	4' Sanitary Manhole (8-10 FT)	\$5,445.00	\$16,335.00
1 EA	4"	4' Sanitary Manhole (10-12 FT)	\$6,300.00	\$6,300.00
3 EA	4'	4' Sanitary Manhole (12-14 FT)	\$6,880.00	\$20,640.00
1 EA	4'	4' Sanitary Drop Manhole (14-16 FT)	\$8,625.00	\$8,625.00
11 EA	N/A	Single Service	\$1,360.00	\$14,960.00
64 EA	N/A	Double Service	\$1,725.00	\$110,400.00

Sub-Total: \$450,069.85

Total Cost: \$450,069.85

15% Bond: \$67,510.48

MAINTENANCE BOND
MAGNOLIA BAY SOUTH PHASE 2 – WASTEWATER COLLECTION SYSTEM

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc., hereinafter referred to as "PRINCIPAL", and Liberty Mutual Insurance Company, a surety company authorized to do business in the State of Florida hereinafter referred to as "SURETY", are held and firmly bound unto the City of Venice, Florida, a municipal corporation, hereinafter referred to as "CITY", in the full and just sum of Sixty Seven Thousand Five Hundred Ten Dollars and 48/100. (\$67,510.48) Dollars, lawful money of the United States of America, for the payment of which sum the PRINCIPAL and SURETY do hereby bind themselves, their heirs, executors, administrators, successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has constructed certain improvements in that certain development or area known and identified as Magnolia Bay South Phase 2 – Wastewater Collection System; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated November 30, 2021, and filed with the CITY Engineer or designee; and

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of one (1) year from the date of CITY's formal acceptance of said improvements.

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the CITY against any defects and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of one (1) year from the date of CITY's formal acceptance of said improvements, to wit April 30, 2026, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

August 26, 2026

The CITY Engineer or designee shall notify the PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.


The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default will forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related hereto, including, but not limited to, engineering costs, legal fees (including attorney fees on appeal) and contingent costs. Should the SURETY fail or refuse to correct said defects and perform the required maintenance, the CITY, in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the said development, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.


The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the PRINCIPAL shall fail or refuse to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally obligated hereunder to reimburse the CITY the total cost thereof, including, but not limited to, construction costs, engineering costs, legal fees (including attorney fees on appeal) and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed these presents on the 28th day of February, 2025.

PRINCIPAL Meritage Homes of Florida, Inc.

ATTEST:


Secretary Kyle McKee
Sr. FP+A Analyst/Bond Clerk


President of PRINCIPAL
Print Name: Glen Tulk
vp. National Land Dev.
(SEAL)

OR (AS APPLICABLE)

WITNESSES:

Print Name: _____

General Partner
Print Name: _____


Print Name: _____

SURETY Liberty Mutual Insurance Company

(Seal)

By: 
Ratthanatevy Lor, Attorney-In-Fact

Signed, Sealed and Delivered
In the Presence of:


Print Name: Krista M. Lee, Witness


Print Name: Heidi Bockus, Witness

Note: Attach Power of Attorney to this Bond



POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rathanatevy Lor

all of the city of Seattle, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary