

RESOLUTION NO. 2026-14

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS FROM MHC BAY INDIES, L.L.C. AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (BAY INDIES CLUBHOUSE RECONSTRUCTION PROJECT)

WHEREAS, MHC Bay Indies, L.L.C., hereinafter referred to as "Transferor", owns the water distribution system for the rendering of utility services for a project known as Bay Indies Clubhouse Reconstruction Project; 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 comply 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 water distribution 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 14TH DAY OF JULY 2026.

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 14th day of July 2026, a quorum being present.

WITNESS my hand and official seal of said City this 14th day of July 2026.

Kelly Michaels, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

Exhibit "1"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that MHC BAY INDIES L.L.C.,
("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, fire hydrants, valves, and all other
equipment used for, useful for, and/or in connection with, the water distribution system and/or wastewater
collection system and/or reclaimed water system constructed and installed by Transferor in the
subdivision or lands known and identified as follows:

BAY INDIES RECONSTRUCTION PROJECT - 100 BAY INDIES BLVD VENICE, FL 34285

(Plat Name or other description)

And described in "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 water distribution system and/or wastewater collection system and/or
reclaimed water 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 29 day of
June, 2026.

WITNESSES:

Wilda Oros

Print Name: Wilda Oros

Lisa Ross

Print Name: LISA ROSS

TRANSFEROR

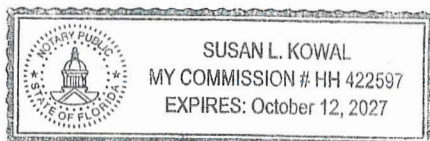
Print Name: John A. Gregory
Its: Regional Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Subscribed before me this 29 day of June, 2026, by John Gregory, by
means of ☒ physical presence or ☐ online notarization who is ☒ personally known to me or ☐ who has produced
_____ as identification.

Notary stamp



Susan L. Kowal
Notary Public

EXHIBIT A

Bowman

5404 Cypress Center Dr. Suite 140, Tampa, FL 33609

Date 4/14/2026
 Project Bay Indes Clubhouse
 BCG # 011528-01-001

BAY INDES CLUBHOUSE- ENC 25-00095

100 BAY INDIES BLVD VENICE, FL 34285

Opinion of Probable Construction Costs

SITE IMPROVEMENTS

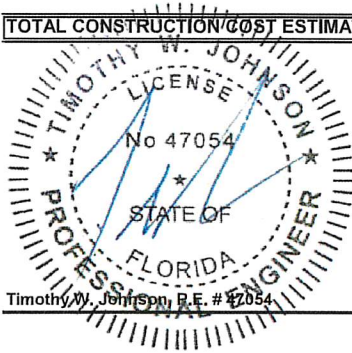
Pay Item No.	Utilities	Quantity	Unit	Unit Cost	Total
	SEWER MANHOLE, REPLACE COVER & RING	1	EA	\$3,500.00	\$3,500.00
1050-42202	UTILITY PIPE- POLY ETHYLENE, FURNISH & INSTALL, WATER/SEWER, 2" BLUE PE	12	LF	\$59.00	\$708.00
1050 31206	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6" BLUE C-900 PVC	40	LF	\$92.28	\$3,691.20
1055-51206	UTILITY FITTING, TEE, 6"x 6"	1	EA	\$763.00	\$763.00
1055-51202	UTILITY FITTING, TEE, 6"x2"	1	EA	\$4,166.52	\$4,166.52
1080-24106	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH & INSTALL, 6"	1	EA	\$3,938.00	\$3,938.00
1080-22102	UTILITY FIXTURE, 2" METER & BACKFLOW ASSEMBLY	1	EA	\$9,434.59	\$9,434.59
1080-21102	UTILITY FIXTURE, GATE VALVE, 2"	1	EA	\$1,696.47	\$1,696.47
1080-23106	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 6"X6"	1	EA	\$9,196.00	\$9,196.00
Sub-total					\$37,093.78

TOTAL CONSTRUCTION COST ESTIMATE

\$37,093.78

BOND COST 15% OF TOTAL COST

\$5,564.07



Timothy W. Johnson, P.E. # 47054

Exhibit "2"

Bond No. 101675965

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Green Earth Commercial Contracting Company, hereinafter referred to as "PRINCIPAL", and Merchants Bonding Company (Mutual), 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 Five Thousand Five Hundred Sixty-Four and 07/100 (\$5,564.07) 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 Bay Indies Clubhouse Reconstruction Project; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 9, 2025, 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 June 9, 2027, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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 4th day of May, 2026.

PRINCIPAL

ATTEST:

Secretary

Green Earth Commercial Contracting Company

President of PRINCIPAL

Print Name: Rickey J. Wilson

(SEAL)

OR (AS APPLICABLE)

WITNESSES:

Print Name: _____

General Partner

Print Name: _____

Print Name: _____

(Seal)

SURETY

Merchants Bonding Company (Mutual)

By: Mikaela Peppers

Attorney-in-Fact, Mikaela Peppers

Signed, Sealed and Delivered

In the Presence of:

Print Name: Sophinie Hunter

Print Name: Robbi Morales

Note: Attach Power of Attorney to this Bond

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don E Cornell; Josh Saunders; Kelly A Westbrook; Mikaela Peppers; Ricardo J Reyna; Robbi Morales; Sophinie Hunter; Tina McEwan; Tonie Petranek

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



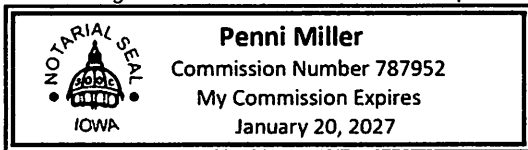
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of May, 2026



Secretary

POA 0018 (5/25)

RIDER

To be attached to and form a part of Bond No. 101675965

executed by GREEN EARTH COMMERCIAL CONTRACTING COMPANY as Principal

and by MERCHANTS BONDING COMPANY (MUTUAL) as Surety,

in favor of CITY OF VENICE, FLORIDA,

and effective as of May 4, 2026,

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the expiration date

FROM: 5/4/2026

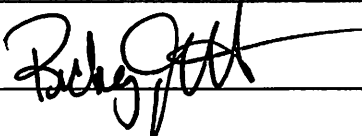
TO: 7/14/2026

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 12th day of June, 2026.

Signed and sealed this 12th day of June, 2026.

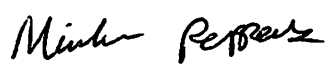
GREEN EARTH COMMERCIAL CONTRACTING COMPANY

Principal

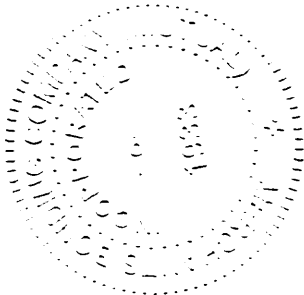
BY: 

MERCHANTS BONDING COMPANY (MUTUAL)

Surety

BY: 

Mikaela Peppers Attorney-in-Fact



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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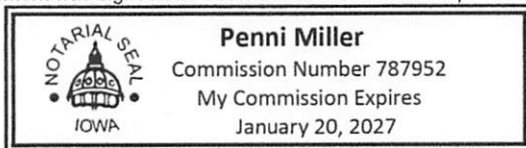
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(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of June, 2026.



Secretary

POA 0018 (5/25)



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.