

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY MERITAGE HOMES OF FLORIDA, INC., AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE (RUSTIC ROAD OFFSITE FORCEMAIN)**

**WHEREAS**, Meritage Homes of Florida, Inc., LLC, hereinafter referred to as "Developer", has installed a forcemain collection system in the general area of Rustic Road for the project known as Magnolia Bay South; 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 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 forcemain 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 upon receipt of the Florida Department of Environmental Protection clearance.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 23<sup>RD</sup> DAY OF JANUARY 2024.**

\_\_\_\_\_  
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 23<sup>rd</sup> day of January 2024, a quorum being present.

WITNESS my hand and official seal of said City this 23<sup>rd</sup> day of January 2024.

\_\_\_\_\_  
Kelly Michaels, 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 Meritage Homes of Florida, Inc., ("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:

Postre Road Utility Improvements  
(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 8 day of January, 2024.

WITNESSES:

TRANSFEROR

[Signature]  
Print Name: Jessica Reschke

[Signature]  
Print Name: Steve Hardin

[Signature]  
Print Name: Garth Noble

Its: Division President

STATE OF FLORIDA  
COUNTY OF Hillsborough

Subscribed before me this 8th day of January, 2024, by Steve Hardin, by means of physical presence or online notarization who is personally known to me or who has produced as identification.

Notary stamp: 

[Signature]  
Notary Public **Katrina De Jesus**

**COST BREAKDOWN  
 EXHIBIT A**

PROJECT NAME: Rustic Road Offsite Utility Improvements

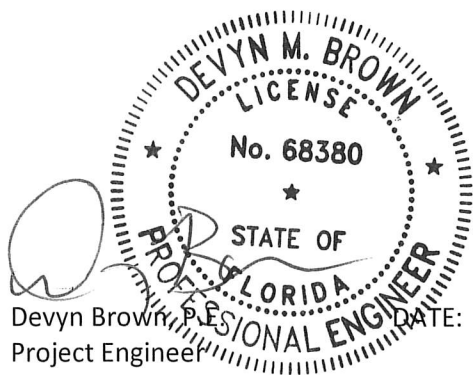
SANITARY SEWER:

QUANTITY	SIZE	DESCRIPTION	COST
7,371.0	LF	6" PVC SDR 18 Forcemain	\$216,338.85
1,937.0	LF	4" PVC SDR 18 Forcemain	\$43,195.10
6.0	EA	6" Plug Valve & Box	\$13,560.00
4.0	EA	4" Plug Valve & Box	\$7,880.00
1.0	EA	6" x 6" MJ Tee	\$966.00
1.0	EA	6" x 4" MJ Tee	\$551.00
1.0	EA	6" x 4" MJ Reducer	\$653.00
11.0	EA	6" -45° MJ Bend	\$7,183.00
6.0	EA	4" -45° MJ Bend	\$2,850.00
1.0	EA	4" -11 1/4° MJ Bend	\$102.00
1.0	EA	6" Solid Sleeve	\$675.00
1.0	EA	6" PVC Stub & Plug	\$102.00
2.0	EA	4" PVC Stub & Plug	\$204.00
3.0	EA	4" Air Release Valve	\$20,985.00
880.0	LF	Directional Drill 6" HDPE	\$55,176.00
1.0	LS	Connect to Existing 6" Forcemain	\$1,483.15
1.0	LS	Locate Existing Utilities	\$885.00
1.0	LS	Restrained Joints	\$7,290.00
8.0	EA	Remove and Replace Drive Apron	\$52,000.00
1.0	LS	Bridge Crossing (No Detail)	\$9,040.00
1.0	LS	Pressure Test Forcemain	\$10,985.00

**Sub-Total: \$425,104.10**

**Total Cost: \$425,104.10**

**15% Bond: \$67,815.62**



Devyn Brown, P.E. DATE: December 7, 2023  
 Project Engineer

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



MAINTENANCE BOND  
RUSTIC ROAD OFFSITE UTILITIES – FORCEMAIN COLLECTION SYSTEM

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc., hereinafter referred to as “PRINCIPAL”, and The Continental 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 Eight Hundred Fifteen Dollars and 62/100 (\$ \$67,815.62) 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 Rustic Road Offsite Utilities - Forcemain Collection System; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 10/04/2021, 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 1/31/2025, 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 30th day of November, 2023.

**PRINCIPAL: Meritage Homes of Florida, Inc.**

ATTEST:

Braylen Chumbley  
Secretary Braylen Chumbley

John A. Tolk  
President of PRINCIPAL  
Print Name: GLEN TOLK  
VP - National Land Development  
(SEAL)

OR (AS APPLICABLE)

WITNESSES:

Print Name: \_\_\_\_\_

General Partner  
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SURETY: The Continental Insurance Company**

(Seal)

By: James I Moore  
James I Moore, Attorney-in-Fact

Signed, Sealed and Delivered  
In the Presence of:

Sinem Nava  
Print Name: Sinem Nava, Witness

Christine Marotta  
Print Name: Christine Marotta, Witness

Note: Attach Power of Attorney to this Bond

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On November 30, 2023, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275



Lisa Marotta, Notary Public



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

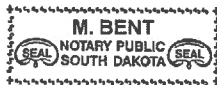


The Continental Insurance Company

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

*M. Bent*

M. Bent

Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and furthercertify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 30th day of November, 2023.



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012



## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”