

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VENICE
AND
THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT**

This First Amendment to Interlocal Agreement (the “**Amendment**”) is entered into as of the 11th day of February, 2025, by and between the City of Venice, a Florida municipal corporation (the “**City**”) and the Rustic Oaks Community Development District, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, and City of Venice Ordinance 2021-20 (the “**CDD**”).

WHEREAS, on December 12, 2023, the City and the CDD entered into an Interlocal Agreement under which the CDD, through its selected contractor, is to construct a 16” force main in the public right-of-way for Knights Trail Road (hereinafter, the “**Agreement**”); and

WHEREAS, the CDD subsequently completed its procurement process and selected TLC Diversified, Inc., to construct the force main project in accordance with the cost proposal attached hereto as Exhibit “A;” and

WHEREAS, the Agreement provided that the City would make progress payments to the CDD’s selected contractor, on behalf of the CDD, for the construction of the force main; and

WHEREAS, the City and the CDD have subsequently determined it would be more appropriate for Meritage Homes of Florida, Inc., a Florida corporation (the “**Developer**”) to pay the CDD’s contractor on behalf of the CDD for the construction of the force main and for the City to reimburse the CDD for said construction costs.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and in the Agreement, the City and the CDD hereby agree to amend the Agreement as follows:

1. Section 6 of the Agreement shall be replaced in its entirety with the following:

6. Progress Payments. The CDD’s contractor shall submit copies of all Applications for Payment and supporting documentation to both the CDD and the City in accordance with Section 9.3 of the General Conditions of the District Contractor Agreement. When an Application for Payment has been approved by both the CDD and the City, and a Certificate for Payment has been issued, as provided for under Article 9 of the General Conditions of the District Contractor Agreement, the Developer shall make payment to the contractor on behalf of the CDD. The City shall reimburse the CDD for the amount of each Certificate of Payment within thirty (30) days of the CDD’s submittal of a written request for reimbursement to the City, which shall include proof of such payment being made by the Developer to the CDD’s contractor.

2. This Amendment shall become effective upon its execution by both parties.

3. All other terms and conditions of the Agreement unless specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to be executed by their duly authorized officials on the dates set forth below.

Attest:

**Rustic Oaks Community Development
District**

Name: _____
Assistant Secretary

Chair of the Board of Supervisors

Date: _____

Attest:

City of Venice, Florida

Kelly Michaels
City Clerk

Nick Pachota
Mayor

Date: _____

Approved as to Form and Legality

Kelly Fernandez
City Attorney