

RESOLUTION NO. 2024-11

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 NORTH PHASE 1)

WHEREAS, Rustic Oaks Community Development District, hereinafter referred to as "Transferor", owns wastewater infrastructure for the rendering of utility services for a project known as Magnolia Bay North Phase 1; 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 infrastructure 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 23RD DAY OF APRIL 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 23rd day of April 2024, a quorum being present.

WITNESS my hand and official seal of said City this 23rd day of April 2024.

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 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, lift station, 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 North Phase 1

(Plat Name or other description)

And described in "Rustic Road North Phase 1 – 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 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 23rd day of February, 2024.

WITNESSES:

Erika Lee Filotas

Print Name: Erika Lee Filotas

George Hernandez
Print Name: 2/23/2024 George Hernandez

TRANSFEROR

Garth Noble

Print Name: Garth Noble

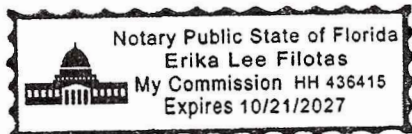
Its: Chair

STATE OF FLORIDA
COUNTY OF Hillsborough

Subscribed before me this 23rd day of February, 2024, by Garth Noble, by means of physical presence or online notarization who is personally known to me or who has produced _____ as identification.

Erika Lee Filotas
Notary Public

Notary stamp:





August 1, 2023

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

Re: Magnolia Bay North Phase 1 (AKA Rustic Road North Phase 1)

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 North Phase 1 (AKA Rustic Road North Phase 1) that are to be turned over to the City of Venice are:

Wastewater Collection Cost \$1,406,201.30

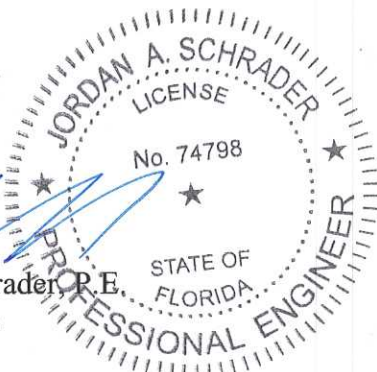
Attached is EXHIBIT A, a cost breakdown.

Total Cost: \$1,406,201.30

15% Bond: \$210,930.20

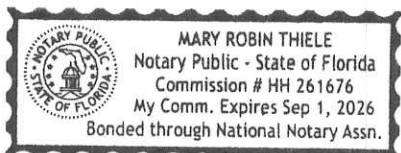
Sincerely,

Jordan A. Schrader, P.E.
Vice President



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18th day of August, 2023 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 _____ as identification.



Notary Public

Print Name: Mary Robin Thiele

My Commission Expires: _____

**COST BREAKDOWN
EXHIBIT A**

PROJECT NAME: Magnolia Bay North Phase 1 (AKA Rustic Road North Phase 1)

WASTEWATER SYSTEM:

QUANTITY	SIZE	DESCRIPTION	COST
<u>559 LF</u>	<u>8"</u>	8" PVC (0-6 FT)	<u>\$19,033.95</u>
<u>695 LF</u>	<u>8"</u>	8" PVC (6-8 FT)	<u>\$29,850.25</u>
<u>1491 LF</u>	<u>8"</u>	8" PVC (8-10 FT)	<u>\$65,082.15</u>
<u>1554 LF</u>	<u>8"</u>	8" PVC (10-12 FT)	<u>\$76,612.20</u>
<u>794 LF</u>	<u>8"</u>	8" PVC (12-14 FT)	<u>\$42,518.70</u>
<u>1082 LF</u>	<u>8"</u>	8" PVC (14-16 FT)	<u>\$84,233.70</u>
<u>319 LF</u>	<u>8"</u>	8" PVC (16-18 FT)	<u>\$27,992.25</u>
<u>5 EA</u>	<u>4"</u>	4' Sanitary Manhole (0-6 FT)	<u>\$20,850.00</u>
<u>6 EA</u>	<u>4"</u>	4' Sanitary Manhole (8-10 FT)	<u>\$32,670.00</u>
<u>6 EA</u>	<u>4"</u>	4' Sanitary Manhole (10-12 FT)	<u>\$37,800.00</u>
<u>3 EA</u>	<u>4"</u>	4' Sanitary Manhole (12-14 FT)	<u>\$20,640.00</u>
<u>5 EA</u>	<u>4"</u>	4' Sanitary Manhole (14-16 FT)	<u>\$40,250.00</u>
<u>2 EA</u>	<u>4"</u>	4' Sanitary Manhole (16-18 FT)	<u>\$16,700.00</u>
<u>1 EA</u>	<u>4"</u>	4' Sanitary Manhole (18-20 FT)	<u>\$8,550.00</u>
<u>1 EA</u>	<u>4"</u>	4' Drop Manhole (12-14 FT)	<u>\$12,200.00</u>
<u>2 EA</u>	<u>4"</u>	4' Drop Manhole (14-16 FT)	<u>\$28,050.00</u>
<u>1 EA</u>	<u>4"</u>	4' Drop Manhole (16-18 FT)	<u>\$15,030.00</u>
<u>1 EA</u>	<u>N/A</u>	Lift Station	<u>\$593,940.00</u>
<u>1 EA</u>	<u>N/A</u>	Connect to Existing 4" Main	<u>\$786.00</u>
<u>1658 LF</u>	<u>4"</u>	4" PVC Force Main	<u>\$27,274.10</u>
<u>1 EA</u>	<u>4"</u>	4" Plug	<u>\$1,970.00</u>
<u>6 EA</u>	<u>4"</u>	4" 45° Bend	<u>\$2,850.00</u>
<u>5 EA</u>	<u>4"</u>	4" 22-1/2° Bend	<u>\$2,365.00</u>
<u>1 EA</u>	<u>N/A</u>	Air Release Valve	<u>\$6,815.00</u>
<u>1 LS</u>	<u>N/A</u>	Restraint Joints	<u>\$1,283.00</u>
<u>1 LS</u>	<u>N/A</u>	Sanitary Sewer Test	<u>\$10,508.00</u>
<u>1 LS</u>	<u>N/A</u>	Air Testing	<u>\$7,505.00</u>
<u>1 LS</u>	<u>N/A</u>	Pressure Test	<u>\$1,472.00</u>
<u>22 EA</u>	<u>N/A</u>	Single Service	<u>\$29,920.00</u>
<u>82 EA</u>	<u>N/A</u>	Double Service	<u>\$141,450.00</u>

Sub-Total: \$1,406,201.30

Total Cost: \$1,406,201.30

15% Bond: \$210,930.20

Must be signed & sealed by a Florida Registered Professional Engineer

Exhibit "2"

Bond No: SUR0075812

**MAINTENANCE BOND
MAGNOLIA BAY NORTH PHASE 1 – WASTEWATER COLLECTION SYSTEM AND LIFT STATION**

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc., hereinafter referred to as "PRINCIPAL", and Argonaut 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 Two Hundred Ten Thousand Nine Hundred Thirty and 20/100** (\$210,930.20) 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 North Phase 1 – Wastewater Collection System and Lift Station; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 11/30/2021, 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 06/01/2025, 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 26th day of February, 2024. Replaces Bond issued on 8/23/2023.

PRINCIPAL

Meritage Homes of Florida, Inc.

ATTEST:

Braylen Chumbley
Secretary Braylen Chumbley

Glen Tulk
President of PRINCIPAL
Print Name: Glen Tulk
VP-National Land Development
(SEAL)



OR (AS APPLICABLE)

WITNESSES:

Print Name: _____

General Partner

Print Name: _____

Print Name: _____

SURETY

Argonaut Insurance Company

(Seal)

By: Ratthanatevy Lor
Ratthanatevy Lor, Attorney-in-Fact

Signed, Sealed and Delivered
In the Presence of:

Heidi Bockus
Print Name: Heidi Bockus

Krista M. Lee
Print Name: Krista M. Lee

Note: Attach Power of Attorney to this Bond

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Heidi Bockus, Krista M. Lee, Ratthanatevy Lor

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$107,116,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 29th day of February, 2024.



Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.