

**RESOLUTION NO. 2017-19**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, (VILLAGES OF MILANO PHASE 2 SUBPHASE 2 AND 8, 5, 6, 7, 9, 10, 13 AND 15) AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND, AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Neal Communities of Southwest Florida, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for the rendering of potable water services described as follows: The Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, and 15 consisting of 5,681 LF of 12" PVC, 413 LF of 8" PVC, 142 LF of 4" PVC, and 112 LF of 2" PE. Specifically, this turnover includes from the tie-in connection on sheet 12 (as-built point 82,004) to the end of the line on sheet 14 (as-built point 80,677), and connects to portions of city utilities that have already been turned over. The main to be turned over will service lots 217 through 252, 254 through 295, 301 through 314, 384 through 442; 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 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 potable water distribution lines and necessary appurtenances constructed and installed by Developer, in the area above described, are hereby accepted as part of the water system of the City of Venice, Florida.

**SECTION 3.** The one-year developer's maintenance bond, attached hereto as Exhibit "1", is hereby accepted by the City of Venice, Florida.

**SECTION 4.** The Bill of Sale, attached hereto as Exhibit "2", is hereby accepted by the City of Venice, Florida.

**SECTION 5.** This Resolution shall take effect upon adoption, as provided by law.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 20TH DAY OF SEPTEMBER 2017.**

\_\_\_\_\_  
John W. Holic, Mayor, City of Venice

ATTEST:

\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, 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 20th day of September 2017, a quorum being present.

WITNESS my hand and official seal of said City this 20th day of September 2017.

\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

\_\_\_\_\_  
David Persson, City Attorney

DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Neal Communities of Southwest Florida, LLC , herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of Ninety Seven Thousand Eight Hundred Forty One Dollars and Ten Cents (\$97,841.10), lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer to secure this obligation, has provided the City with an Irrevocable Standby Surety Bond No. CS9826761 in the amount of \$97,841.10 issued by Great American Insurance Company , which expires on 10/1/2018 , the original of which is attached hereto.

WHEREAS, the Developer has developed a Subdivision in Venice, Florida, known and identified as Villages of Milano, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified as Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, and 15.

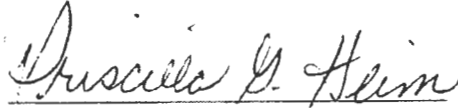
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the letter of credit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs and pay all costs, both direct and incidental, from the proceeds of this bond.

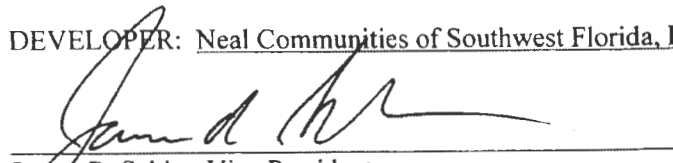
The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 13<sup>th</sup> day of July , 2017.

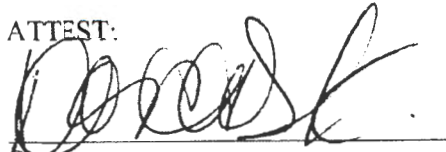
ATTEST:

  
Secretary **Priscilla G. Heim**

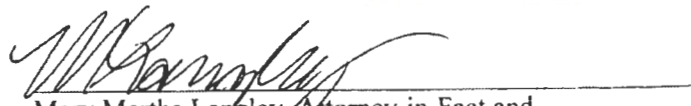
DEVELOPER: Neal Communities of Southwest Florida, LLC

  
James R. Schier, Vice President

ATTEST:

  
Secretary

SURETY: Great American Insurance Company

  
Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

MAINTENANCE BOND

Bond No. CS9826761

Principal Amount: \$97,841.10

KNOW ALL MEN BY THESE PRESENTS, that Neal Communities of Southwest Florida, LLC, 5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240, as Principal, and Great American Insurance Company, 301 E Fourth Street, Cincinnati, Ohio 45202 a Ohio Corporation, as Surety, are held and firmly bound unto City of Venice, 401 West Venice Avenue, Venice, Florida 34285, as Obligee, in the penal sum of Ninety Seven Thousand Eight Hundred Forty One Dollars and Ten Cents (\$97,841.10), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Neal Communities of Southwest Florida, LLC has agreed to construct in Villages of Milano, in Venice, Florida the following improvements:

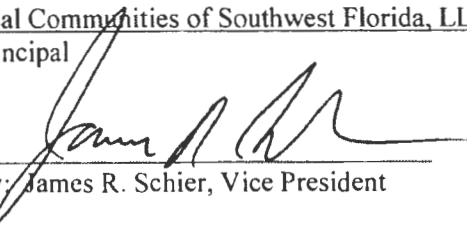
Site Improvements per the Engineer's Estimate for Maintenance Bond at 15% of the \$652,274.00 cost of such improvements, for Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, and 15 consisting of water.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost of damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

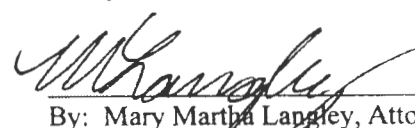
Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed

Signed, sealed and dated, this 13<sup>th</sup> day of July, 2017.

Neal Communities of Southwest Florida, LLC  
Principal

  
By: James R. Schier, Vice President

Great American Insurance Company  
Surety

  
By: Mary Martha Langley, Attorney-in-Fact  
and Florida Licensed Resident Agent



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

No. 0 20517

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of OCTOBER 2015



*Atty L C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 14TH day of OCTOBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 13<sup>th</sup> day of July



2017  
*Atty L C. B.*  
Assistant Secretary



**Engineer's Certified Cost of Construction  
Villages of Milano Phase 2  
Subphase 2&8, 5, 6, 7, 9, 10, 13, 15  
City of Venice Maintenance Bond**

**Site Development Cost Breakdown Summary**

<b>Water</b>	\$652,274.00
<b>Total Cost Opinion</b>	\$652,274.00
<b>Total x 15%</b>	<b>\$97,841.10</b>

**Certificate of Cost Opinion**

I, Melanie D. Smith, hereby submit that my opinion of cost for the improvements itemized herein is Six Hundred Fifty Two Thousand Two Hundred Seventy Four Dollars and No Cents (\$652,274.00).

Furthermore, as required by City of Venice, 15% of this amount, specifically, Ninety Seven Thousand Eight Hundred Forty One Dollars and Ten Cents (\$97,841.10) , is the required amount of the maintenance bond.

Signed and sealed on this 5th day of July, 2017

Signed:    
 Melanie D. Smith  
 Florida Registered Engineer No. 75447



**Engineer's Certified Cost of Construction  
Villages of Milano Phase 2  
City of Venice Maintenance Bond**

**Water**

Description	Estimated Quantity	Unit	Unit-Price	Total
<b>Phase 2: Subphase 2-10 and 13-15</b>				
2" PE Water Main	LF	112	\$10.00	\$1,120.00
4" PVC Water Main	LF	142	\$8.50	\$1,207.00
8" PVC Water Main	LF	413	\$17.00	\$28,815.00
12" PVC Water Main	LF	5,681	\$28.00	\$208,572.00
8" Gate Valve (Per City of Venice Detail)	EA	1	\$1,900.00	\$3,800.00
12" Gate Valve (Per City of Venice Detail)	EA	13	\$2,985.00	\$35,820.00
Single Water Service	EA	42	\$720.00	\$35,280.00
Double Water Service	EA	54	\$1,500.00	\$120,000.00
Fire Hydrant Assembly	EA	5	\$4,400.00	\$44,000.00
Potable Water Main Fittings	LS	1	\$145,300.00	\$149,000.00
2" Automatic Flusher (per City of Venice standards)	EA	1	\$11,500.00	\$11,500.00
Directional Drill Jacaranda Blvd	LF	140	\$94.00	\$13,160.00
<b>TOTAL WATER</b>				<b>\$652,274.00</b>

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, PARTY OF THE FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE, PARTY OF THE SECOND PART, 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 and waste water collection systems constructed and installed by the party of the first part in the subdivision and lands described as follows:

Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, 15 potable water system consisting of 5,681 LF of 12" PVC, 413 LF of 8" PVC, 142 LF of 4" PVC, and 112 LF of 2" PE. Specifically, this turnover includes from the tie-in connection on sheet 12 (as-built point 82004) to the end of the line (point 80677 on sheet 14), and connects to portions of City utilities that have already been turned over. The main to be turned over will service lots 217 through 252, 254 through 295, 301 through 314, 384 through 442.

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said water distribution and waste water collection systems to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said water distribution and waste water collection systems.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid water distribution and wastewater collection systems, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it 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 said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 17 day of July, 2017.

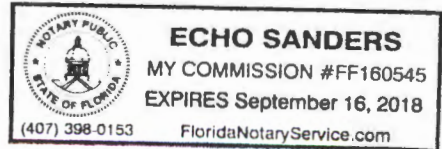
WITNESSES:

Kris Hatter

James R. Schier CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

Subscribed before me this 17 day of July, 2017, by James R. Schier, who is personally known to me or has produced \_\_\_\_\_ as identification.



Echo Sanders  
Notary Public

Notary stamp:



CERTIFICATION

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared James R. Schier, who being duly sworn, upon oath certifies:

That no advance or contributions in aid of construction, refundable or non-refundable, have been made by customers or potential customers of the City of Venice Utility Department, or by the owner or owners, past or present, of any lots or tracts being served by the water distribution and waste water collection systems to and within that subdivision and lands known and described as:

Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, 15 potable water system consisting of 5,681 LF of 12" PVC, 413 LF of 8" PVC, 142 LF of 4" PVC, and 112 LF of 2" PE. Specifically, this turnover includes from the tie-in connection on sheet 12 (as-built point 82004) to the end of the line (point 80677 on sheet 14), and connects to portions of City utilities that have already been turned over. The main to be turned over will service lots 217 through 252, 254 through 295, 301 through 314, 384 through 442.

or by others (except as listed herein and here list any contributors if applicable)

for the connection of such facilities; that there are no past or existing agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being serviced or to be served by such facilities which might adversely affect the operation of the water distribution and waste water collection systems or which might result in claims that all or some part of the cost of the water distribution and waste water collection systems has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

Dated at Sarasota FL, this 17 day of July, 2017.

WITNESSES:

Echo Sanders  
Kris Watter

James R. Schier

Subscribed before me this 17 day of July, 2017, by James R. Schier who is personally known to me or who produced \_\_\_\_\_ as identification.



Echo Sanders  
Notary Public

Notary Stamp:

Commission No. FF 160545

Commission Expiration Date: 9.16.18

# NEALCOMMUNITIES.COM

Building. Home. Life.

July 17, 2017

Via: Hand Delivery

File: 215611819 640

City of Venice  
City Engineer's Office  
210 West Venice Avenue  
Venice, Florida 34285

Reference: **Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, 15**

To Whom It May Concern:

This letter is to certify that the final costs of the installation of the water distribution lines serving Villages of Milano a Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, 15 that are to be turned over to the City of Venice are:

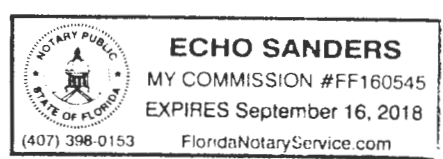
Water Distribution Cost	\$652,274.00
Reclaim Water Distribution Cost	\$ -0-
Sewage Collection Cost	\$ -0-

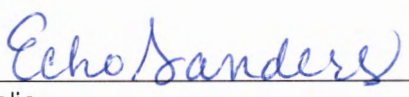
Attached is a cost breakdown.

Sincerely,  
**Neal Communities of Southwest Florida, LLC**  
  
James R. Schier  
Senior Vice President of Finance  
Tel: 941-328-1040  
E-Mail: [jschier@nealcommunities.com](mailto:jschier@nealcommunities.com)

STATE OF FLORIDA    )  
                                  )    SS  
COUNTY OF SARASOTA    )

Subscribed before me this 17 day of July, 2017, by James R. Schier, who is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Public

Notary Stamp:

Commission No.: FF160545

Commission Expiration: 9-16-18



**Engineer's Certified Cost of Construction  
Villages of Milano Phase 2  
Subphase 2&8, 5, 6, 7, 9, 10, 13, 15  
City of Venice Maintenance Bond**

**Site Development Cost Breakdown Summary**

<b>Water</b>	\$652,274.00
<b>Total Cost Opinion</b>	\$652,274.00
<b>Total x 15%</b>	<b>\$97,841.10</b>


**Certificate of Cost Opinion**

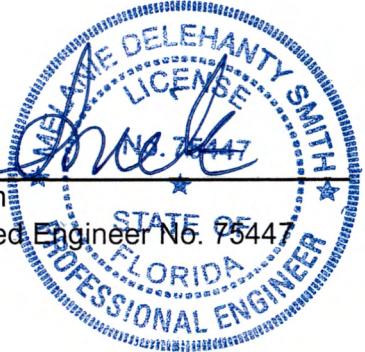
I, Melanie D. Smith, hereby submit that my opinion of cost for the improvements itemized herein is Six Hundred Fifty Two Thousand Two Hundred Seventy Four Dollars and No Cents (\$652,274.00).

Furthermore, as required by City of Venice, 15% of this amount, specifically, Ninety Seven Thousand Eight Hundred Forty One Dollars and Ten Cents (\$97,841.10) , is the required amount of the maintenance bond.

Signed and sealed on this 5th day of July, 2017

Signed:

  
Melanie D. Smith  
Florida Registered Engineer No. 75447





Engineer's Certified Cost of Construction  
Villages of Milano Phase 2  
City of Venice Maintenance Bond

**Water**

Description	Estimated Quantity	Unit	Unit-Price	Total
<b>Phase 2: Subphase 2-10 and 13-15</b>				
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			<b>TOTAL WATER</b>	<b>\$652,274.00</b>

# NEALCOMMUNITIES.COM

Building. Home. Life.

July 17 2017

Via: Hand Delivery

File: 215611819 640

City of Venice  
City Engineer's Office  
210 West Venice Avenue  
Venice, Florida 34285

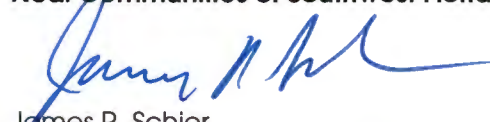
Reference: **Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, 15**

To Whom It May Concern:

This letter is to certify that there are no liens in existence against any of the work involving the installation of the water distribution lines and sewage collection lines serving Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, 15.

Sincerely,

**Neal Communities of Southwest Florida, LLC**



James R. Schier  
Senior Vice President of Finance  
Tel: 941-328-1040  
E-Mail: [jschier@nealcommunities.com](mailto:jschier@nealcommunities.com)

STATE OF FLORIDA            )  
  )   SS  
COUNTY OF SARASOTA    )

Subscribed before me this 17 day of July, 2017, by James R. Schier, who is personally known to me or has produced \_\_\_\_\_ as identification.



Echo Sanders  
Notary Public

Notary Stamp:

Commission No.: FF160545

Commission Expiration: 9.16.18

# NEALCOMMUNITIES.COM

Building. Home. Life.

July 17, 2017

Via: Hand Delivery

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City of Venice  
City Engineer's Office  
210 West Venice Avenue  
Venice, Florida 34285

Reference: **Villages of Milano Phase 2 Subphase 2 & 8, 5, 6, 7, 9, 10, 13, 15**

To Whom It May Concern:

All labor and materials furnished and installed for the underground utilities at the above referenced project are guaranteed for the period of one year from the date of final acceptance by the City of Venice City Council.

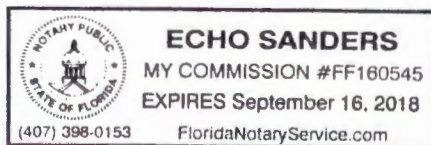
Sincerely,

Neal Communities of Southwest Florida, LLC

  
James R. Schier  
Senior Vice President of Finance  
Tel: 941-328-1040  
E-Mail: [jschier@nealcommunities.com](mailto:jschier@nealcommunities.com)

STATE OF FLORIDA     )  
  )   SS  
COUNTY OF SARASOTA   )

Subscribed before me this 17 day of July, 2017, by James R. Schier, who is personally known to me or has produced \_\_\_\_\_ as identification.



Echo Sanders  
Notary Public

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Commission Expiration: 9.16.18