

## **RESOLUTION NO. 2023-28**

### **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 WATERMAIN)**

**WHEREAS**, Meritage Homes of Florida, Inc., hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for a project known as: Rustic Road Offsite Utilities; 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 developer's 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, for the project above described, are hereby accepted as part of the water 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 11<sup>TH</sup> DAY OF JULY 2023.**

\_\_\_\_\_  
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 11<sup>th</sup> day of July 2023, a quorum being present.

WITNESS my hand and official seal of said City this 11<sup>th</sup> day of July 2023.

\_\_\_\_\_  
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 Meritage Homes of Florida, Inc., 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 watermain pipelines, pipes, tees, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution within the right-of-way further described as follows:

Rustic Road Offsite Utilities

7,720 lf of 12" PVC C-900 DR 18 water main by open cut; 10 lf of 8" PVC C-900 DR 18 water main by open cut; 330 lf of 12" HDPE DR-11 water main by directional drill under Salt Creek; 330 lf of 12" HDPE DR-11 water main by directional drill under an unnamed environmentally sensitive area; one (1) 8" Gate Valve; nine (9) 12" gate valves; one (1) 8" cap; three (3) 12" caps; and nine (9) fire hydrants.

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 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 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 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 8th day of June, 2023.

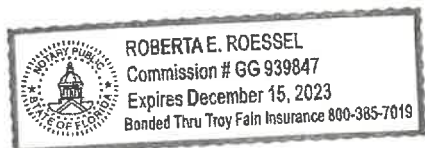
WITNESSES:

Patrick Riccio

Steve Harding

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 8th day of June, 2023, by Steve Harding, as President of Meritage Homes, by means of  physical presence or  online notarization, who is personally known to me or who produced as identification.



Roberta E Roessel  
Notary Public  
Print Name: Roberta E Roessel  
My Commission Expires: 10/15/23

EXHIBIT 2

DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc., 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 One Hundred Sixty One Thousand Two Hundred Forty and 85/100 (\$161,240.85) Dollars, 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 Surety Bond No. 024267980 in the amount of \$161,240.85 issued by Liberty Mutual Insurance Company, which expires on October 31, 2025.

WHEREAS, the Developer has developed a Water Distribution Lines in Venice, Florida, known and identified as Rustic Road Offsite Utility Improvements, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.

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 Surety Bond returned to the Developer, otherwise it shall remain in full force and effect.

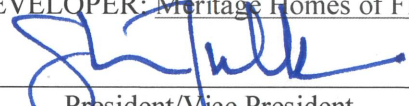
In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause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

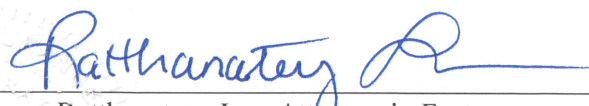
The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 20<sup>th</sup> day of June, 2023. Replaces bond issued on 5/30/2023.

ATTEST:

  
Secretary  
Kyle McKee - FP+A Analyst/Bond Clerk

DEVELOPER: Meritage Homes of Florida, Inc.  
  
President/Vice President  
Glen Turk - VP National Land Dev.

SURETY: Liberty Mutual Insurance Company  
  
Ratthanatevy Lor, Attorney-in-Fact

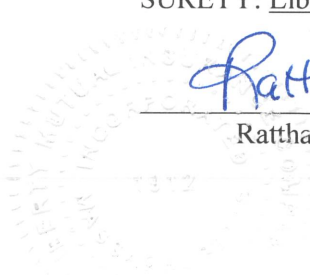




EXHIBIT 2
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rathanatevy Lor

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

NOT valid for mortgage, note, loan, letter or credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



7319 Merchant Court, Sarasota, FL 34240  
Phone: 941-526-0813

June 6, 2023

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

Re: Rustic Road Offsite Utility Improvements (Water Main)

To Whom It May Concern:

This letter is to certify that the final costs of the installation of the water distribution lines, serving Rustic Road Offsite Utility Improvements that are to be turned over to the City of Venice are:

<b>Water Distribution Cost</b>	<b>\$ 1,074,939.00</b>
<b>Reclaim Water Distribution Cost</b>	<b>N/A</b>
<b>Total Cost:</b>	<b>\$ 1,074,939.00</b>
<b>15% Bond:</b>	<b>\$ 161,240.85</b>

Attached is EXHIBIT A, a cost breakdown.

Sincerely,

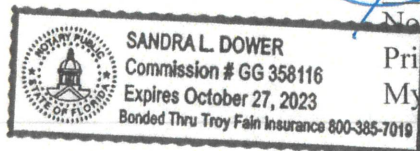
Devyn Brown, P.E,  
Project Manager  
Infrastructure Solution Services, LLC

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7th day of June, 2023 by Devyn Brown, as project manager of ISS, by means of  physical presence or  online notarization, who is personally known to me or who produced \_\_\_\_\_ as identification.

Notary Public

Print Name: Sandra L. Dower  
My Commission Expires: 10/27/23



# EXHIBIT 2

## COST BREAKDOWN EXHIBIT A

PROJECT NAME: Rustic Road Offsite Utility Improvements


WATER:

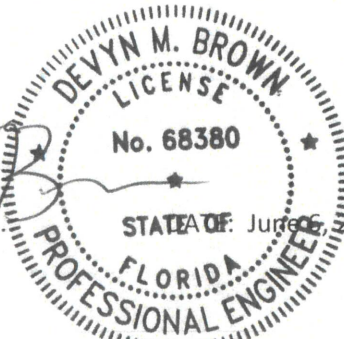
QUANTITY	SIZE	DESCRIPTION	COST
7,960.0	LF	12" PVC SDR 18	\$578,294.00
20.0	LF	8" PVC SDR 18	\$839.00
10.0	EA	12" Gate Valve & Box	\$37,800.00
1.0	EA	8" Gate Valve & Box	\$2,375.00
1.0	EA	16" x 12" MJ Reducer	\$1,715.00
1.0	EA	12" x 12" MJ Tee	\$1,910.00
1.0	EA	12" x 8" MJ Tee	\$1,675.00
18.0	EA	12" -45° MJ Bend	\$23,490.00
1.0	EA	12" -11 1/4° MJ Bend	\$1,225.00
4.0	EA	12" Solid Sleeve	\$1,000.00
2.0	EA	12" MJ Plug/TBO	\$304.00
1.0	EA	8" MJ Plug/TBO	\$1,245.00
4.0	EA	12" Air Release Valve	\$15,160.00
11.0	EA	Fire Hydrant Assembly	\$158,510.00
1.0	EA	Temporary 12" Jumper	\$13,705.00
1.0	EA	2" Temporary Blow-off Assembly	\$4,250.00
680.0	LF	12" Directional Drill	\$70,278.00
9.0	EA	Remove and Replace Drive Apron	\$58,500.00
1.0	EA	Remove Plug and Connect Ex. 16" WM	\$975.00
1.0	LS	Restrained Joints	\$64,445.00
1.0	LS	Pressure Test	\$9,415.00
1.0	LS	Chlorination	\$9,415.00
1.0	EA	Chlorine Injection Point	\$579.00
1.0	LS	Bridge Crossing Pipe and Fittings	\$17,835.00

**Sub-Total: \$1,074,939.00**

**Total Cost: \$1,074,939.00**

**15% Bond: \$161,240.85**

  
 Devyn Brown, P.E.  
 Project Engineer



Must be signed & sealed by a Florida Registered Professional Engineer

