



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.5.

1/14/2025

### Subject:

Adopt Resolution and Release Performance Bond: Del Webb at Viera, Phase 4 - District 4  
Developer: Pulte Home Company, LLC

### Fiscal Impact:

None

### Dept/Office:

Public Works/Engineering

### Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution, and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated April 4, 2024, for Del Webb at Viera, Phase 4.

### Summary Explanation and Background:

Del Webb at Viera, Phase 4 is located within the Viera Development of Regional Impact (DRI), south of Pineda Boulevard and west of Stadium Parkway. There are no public rights-of-way within the plat. The subdivision contains 211 lots on 66.24 acres.

The Del Webb at Viera, Phase 4 subdivision received preliminary plat and final engineering plans on May 10, 2023, and final plat and contract approval on April 4, 2024. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into a Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of December 16, 2024, the Del Webb at Viera, Phase 4 infrastructure improvements have been completed.

Reference: 22SD00014, 23FM00012

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

**Clerk to the Board Instructions:**

Please forward the Board action to the Public Works Department and provide one original of the Resolution.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

January 15, 2025

**M E M O R A N D U M**

**TO:** Marc Bernath, Public Works Director    Attn: Christine Verrett

**RE:** Item F.5., Adopt Resolution and Release Performance Bond: Del Webb at Viera, Phase 4  
– Developer: Pulte Home Company, LLC

The Board of County Commissioners, in regular session on January 14, 2025, adopted Resolution No. 25-003, releasing the Performance Bond dated April 4, 2024, for Del Webb at Viera, Phase 4 – Developer: Pulte Home Company, LLC. Enclosed is the fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script that reads "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/kl

Encl. (1)

**RESOLUTION 25-003**

WHEREAS, the Board of County Commissioners of Brevard County, Florida and Pulte Home Company, LLC entered into a contract to guarantee the construction of improvements on property commonly known as Del Webb at Viera, Phase 4.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for private use at such time as said improvements were satisfactorily completed; and

WHEREAS, Pulte Home Company, LLC completed all the infrastructure improvements and has requested that the executed contract approved on April 4, 2024, be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Del Webb at Viera, Phase 4.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on April 4, 2024.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 14<sup>th</sup> day of January 2025.

ATTEST:

  
Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By: 

Rob Feltner, Chairman

As approved by the Board on January 14, 2025

Subdivision No. 22SD00014

Project Name Del Webb at Viera – Phase 4

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 4<sup>th</sup> day of APRIL 2024, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Pulte Home Company, LLC, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

Infrastructure improvements consisting of water, sewer, storm drainage, roadways, sidewalks and all other improvements depicted in subdivision number 22SD00014. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 1 day of August, 2024.

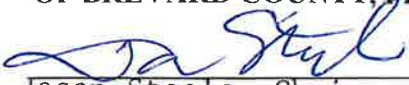
4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$7,449,921.94. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

  
Rachel M. Sadoff, Clerk


BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
Jason Steele, Chair

As approved by the Board on: APRIL 4, 2024.

WITNESSES:

  
Witness Name: Maleia Storum

  
Witness Name: Amy Steiger

PRINCIPAL:

  
Aaron Struckmeyer, P.E., Land Planning and Entitlements Manager

2/14/2024  
DATE

State of: FLORIDA

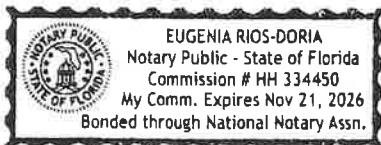
County of: ORANGE


The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of FEBRUARY 2024, by AARON STRUCKMEYER who is personally known to me or who has produced as identification and who did (did not) take an oath.

My commission expires: 11/21/2026

S E A L

Commission Number: HH334450



  
Notary Public

EUGENIA RIOS-DORIA  
Notary Name printed, typed or stamped

248000009

SURETY PERFORMANCE BOND

Bond No. 7901125760

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Company, LLC, hereinafter referred to as "Owner" and, Nationwide Mutual Insurance Company, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 7,449,921.94, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 4 day of APRIL, 2024, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by August 1st, 2024, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 15th day of February, 2024.

OWNER: Pulte Home Company, LLC

**SEE ATTACHED**  
Gregory S. Rives, Assistant Treasurer  
SURETY: Nationwide Mutual Insurance Company

*[Handwritten signature]*  
*[Red circular stamp: NATIONWIDE MUTUAL INSURANCE COMPANY]*




executed this 15<sup>th</sup> day of February, 2024.

Pulte Home Company, LLC

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PRINCIPAL



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BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

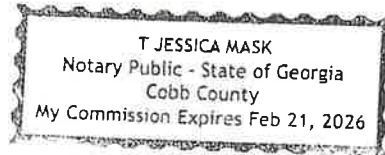
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on February 15, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**T. JESSICA MASK**  
**Notary Public State of Georgia**  
**My Commission Expires: February 21, 2026**

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

OSCAR F RINCON; PETER S FORKER; REBECCA M JOHLIE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024



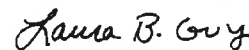
Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15 day of

FEB 2024



Assistant Secretary

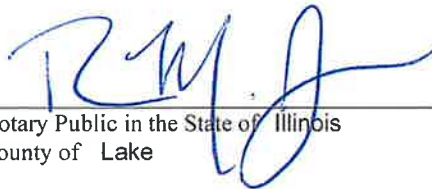
ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }  
County of Lake } ss.

On this 15th day of February, 2024, before me personally  
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of  
Nationwide Mutual Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.



  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Lake