



City of North Port

RESOLUTION NO. 2025-R-09

A RESOLUTION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING THE TRANSFER OF WATER AND WASTEWATER INFRASTRUCTURE AND IMPROVMENTS AND ASSOCIATED WARRANTIES IN CEDAR GROVE PHASE 3A (THE STRAND 1A); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 23, 2022, the City of North Port, Florida, and Centex Homes (“Developer”), a Nevada General Partnership, entered into a *Water and Wastewater System Standard Developers Agreement (“Agreement”)*, requiring Developer to pay for the construction of and transfer ownership and control to the City of certain on-site and off-site water distribution and wastewater collection systems; and

WHEREAS, the Developer has constructed certain water and wastewater sanitary sewer and water distribution infrastructure improvements in the City of North Port, Florida, as stipulated in the Agreement; and

WHEREAS, Developer desires to convey and the City desires to accept the transfer of ownership of certain water and wastewater sanitary sewer and water distribution infrastructure improvements in furtherance of the Agreement; and

WHEREAS, the City currently holds easement rights necessary to access the property to operate and maintain the infrastructure improvements; and

WHEREAS, all related construction services infrastructure improvement warranties that have been assigned to the City; and

WHEREAS, the City Commission finds that the conveyance of the water and wastewater sanitary sewer and water distribution infrastructure improvements and related warranties to the City serve the public health, safety, and welfare of the citizens of the City of North Port, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – RESOLUTION ACCEPTING INFRASTRUCTURE IMPROVEMENTS AND WARRANTIES

2.01 The City Commission accepts the transfer of ownership of the water and wastewater sanitary sewer and water distribution infrastructure and improvements identified in and transferred via the *Bill of Sale* attached as Exhibit 1, and legally described as:

Tract R-1, Surface and underground utilities, and Tract S-1, Pump station shown on that certain plat of Strand at Cedar Grove, recorded at Plat Book 57, Page 155 in the Official Records of Sarasota County Florida.

2.02 All identified exhibits are incorporated in this resolution by reference.

SECTION 3 – FILING OF DOCUMENTS

3.01 The City Clerk is directed to file a certified copy of this resolution with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county.

3.02 Developer will reimburse the City for applicable recording fees.

SECTION 4 – CONFLICTS

4.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of the conflict.

SECTION 5 – SEVERABILITY

5.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

SECTION 6 – EFFECTIVE DATE

6.01 This resolution takes effect immediately.

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ADOPTED by the City Commission of the City of North Port, Florida in public session on March 11, 2025.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

BILL OF SALE/AFFIDAVIT OF NO LIENS

KNOW ALL MEN BY THESE PRESENTS, that Centex Homes, a Nevada General Partnership party(s) of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to it paid by the City of North Port, Florida, 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, wells, manholes, connections, cut-offs, fire hydrants, valves, lift stations and all other equipment used or useful for and/or in connection with the water distribution system, wastewater collection system and/or reclaimed water distribution system constructed and installed by the party(s) of the first part in and on the subdivision and lands described as follows:

Location of Infrastructure

Tact R-1, surface and underground utilities, and Tract S-1, pump station as shown on that certain plat of Strand at Cedar Grove, recorded at Plat Book 57, Page 155 in the Official Records of Sarasota County Florida.

It is the purpose and intent of the party(s) of the first part to convey to the party of the second part by this Bill of Sale all property comprising said water supply distribution system, wastewater collection system and/or reclaimed water distribution system to and within the above described property, together with all of the rights of the party(s) of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the parties of the first part in connection with said water supply distribution system, wastewater collection system and/or reclaimed water system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party(s) of the first part, in and to and in connection with the aforesaid water supply distribution system, wastewater collection system and/or reclaimed water system reserving however, similar non-exclusive easement rights in parties 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(S) OF THE FIRST PART does for itself and its successors covenant to and with the party(s) 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 lawful claims and demands of all persons whomsoever.

BILL OF SALE - CONTINUED

IN WITNESS WHEREOF, the said party(s) of the first part has caused these presents to be signed and its name be its proper officers and its corporate seal to be affixed, this 11th day of JUNE, 2024.

WITNESSES:

[Signature]
STEVE PLATKE

[Signature]
Signature - Owner

[Signature]
PAT HOLMES

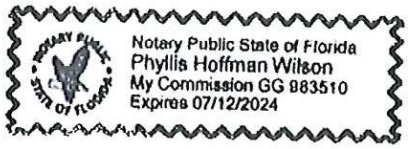
MICHAEL WOOLEY, V.P. Land Acq
Printed Name - Owner
CENTER HOMES

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me, by means of personal presence or online notarization, this 11th of JUNE, 2024, by MICHAEL WOOLEY, who is personally known to me or who has produced as identification and who did (did not) take an oath.

[Signature] (SEAL) Notary Signature
Phyllis Hoffman Wilson Printed Name of Notary
Notary Public State of FL Title
983510 Serial Number

My commission expires:





E.T. MacKenzie of Florida, Inc.

One of the MacKenzie Companies
Contracting and Consulting

Contractors Material & Workmanship

Warranty And Guarantee

Project: Cedar Grove PH 3A (The Strand 1A)

Location: City of North Port, Sarasota County, FL

Owner: Pulte Homes

Contractor: E.T. MacKenzie of FL, Inc.

E.T. MacKenzie of FL, Inc. does hereby warranty and guarantee all work executed as the Contractor on the described property for the described work: Sanitary Sewer and Water per Bill of Sale dated 4/5/24

To be free from defects in material and workmanship for a period of (1) year from the final completion date of April 30, 2024

It is further agreed that E.T. MacKenzie of FL, Inc. will at their own expense, repair and/or replace all such defective work as may be necessary in accordance with the Terms & Conditions of the Contract Agreement and Contract Specifications. It is further understood and agreed that the execution and giving of the warranty and guarantee is in no way of, or an addition to the Contract Agreement with the Owner.

E.T. MacKenzie of FL, Inc.

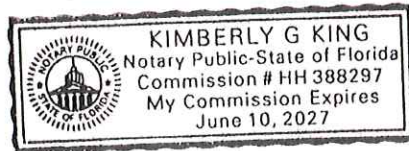
Scott Huber, General Manager

Dated: Apr. 5, 2024

Sworn to and subscribed before me this 5th day of April, 2024

by Scott Huber, General Manager of E. T. MacKenzie of FL Inc.

Notary Public, State of Florida





E.T. MacKenzie of Florida, Inc.

One of the MacKenzie Companies
Contracting and Consulting

Cedar Grove PH 3A (The Strand 1A)- Project Bill of Sale

Date: April 5, 2024

Owner Pulte Homes

Contractor: E. T. Mackenzie of FL, Inc.

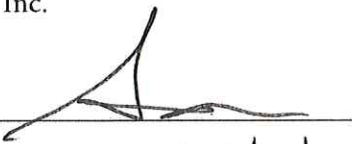
Final Costs: Per attached breakdown

Total Sewer \$1,630,839.50

Total Water \$618,612.50

Grand Total \$2,249,452.00


E.T. MacKenzie of FL, Inc. certifies the above material has been installed on the subject Property in accordance with the City of North Port's Standards and Specifications. All work and deviations are illustrated on the record drawings prepared by GeoPoint Surveying, Inc.

Signature:  Date: 4/5/24

Print Name: Scott Huber Title: GM

Cedar Grove PH 3A (The Strand)
SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	8" PVC Gravity Main (0' - 6')	LF	124	\$40.50	\$ 5,022.00
2.	8" PVC Gravity Main (6' - 8')	LF	566	\$42.00	\$ 23,772.00
3.	8" PVC Gravity Main (8' - 10')	LF	935	\$78.00	\$ 72,930.00
4.	8" PVC Gravity Main (10' - 12')	LF	1,007	\$79.50	\$ 80,056.50
5.	8" PVC Gravity Main (12' - 14')	LF	1,315	\$83.50	\$ 109,802.50
6.	8" PVC Gravity Main (14' - 16')	LF	282	\$86.00	\$ 24,252.00
7.	8" PVC Gravity Main (16' - 18')	LF	190	\$94.00	\$ 17,860.00
8.	Standard Manhole (0' - 6')	EA	3	\$10,215.00	\$ 30,645.00
9.	Standard Manhole (6' - 8')	EA	7	\$10,930.00	\$ 76,510.00
10.	Standard Manhole (8' - 10')	EA	6	\$11,950.00	\$ 71,700.00
11.	Standard Manhole (10' - 12')	EA	6	\$13,245.00	\$ 79,470.00
12.	Standard Manhole (12' - 14')	EA	6	\$14,535.00	\$ 87,210.00
13.	Standard Manhole (14' - 16')	EA	3	\$16,685.00	\$ 50,055.00
14.	Single Sewer Service	EA	32	\$1,890.00	\$ 60,480.00
15.	Double Sewer Service	EA	44	\$2,510.00	\$ 110,440.00
16.	Pump Station	LS	1	\$523,945.00	\$ 523,945.00
17.	Emergency Diesel Pump Out (Allowance)	LS	1	\$119,775.00	\$ 119,775.00
18.	12" x 4" Tapping Valve & Sleeve	EA	1	\$7,135.00	\$ 7,135.00
19.	4" PVC Force Main	LF	2,129	\$17.50	\$ 37,257.50
20.	Directional Drill 4" Force Main	LF	120	\$129.00	\$ 15,480.00
21.	4" Plug Valve	EA	3	\$2,150.00	\$ 6,450.00
22.	4" 22 1/2 Bend	EA	2	\$687.00	\$ 1,374.00
23.	4" 45 Bend	EA	7	\$692.00	\$ 4,844.00
24.	4" Vertical Bend	EA	12	\$692.00	\$ 8,304.00
25.	Air Release Valve	EA	1	\$6,070.00	\$ 6,070.00
TOTAL					<u>\$ 1,630,839.50</u>


 DARREN SMITH
 06-12-24

Cedar Grove PH 3A (The Strand)
WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Connect to Existing Water	EA	1	\$3,135.00	\$ 3,135.00
2.	Temp Jumper Connection	EA	1	\$18,580.00	\$ 18,580.00
3.	20" X 8" Tapping Valve & Sleeve	EA	1	\$13,470.00	\$ 13,470.00
4.	6" PVC Water Main	LF	2,587	\$31.50	\$ 81,490.50
5.	8" PVC Water Main	LF	4,526	\$45.50	\$ 205,933.00
6.	6" Gate Valve	EA	16	\$1,935.00	\$ 30,960.00
7.	8" Gate Valve	EA	17	\$2,605.00	\$ 44,285.00
8.	6" 11¼° Bend	EA	1	\$521.00	\$ 521.00
9.	6" 45° Bend	EA	4	\$527.00	\$ 2,108.00
10.	8" 11¼° Bend	EA	1	\$625.00	\$ 625.00
11.	8" 22½° Bend	EA	6	\$642.00	\$ 3,852.00
12.	8" 45 Bend	EA	17	\$646.00	\$ 10,982.00
13.	8" x 6" Tee	EA	3	\$822.00	\$ 2,466.00
14.	8" x 8" Tee	EA	2	\$911.00	\$ 1,822.00
15.	8" x 8" Cross	EA	1	\$1,040.00	\$ 1,040.00
16.	8" x 6" Reducer	EA	4	\$563.00	\$ 2,252.00
17.	Water Service to Pump Station	EA	1	\$2,475.00	\$ 2,475.00
18.	Single Water Service Short	EA	19	\$646.00	\$ 12,274.00
19.	Double Water Service Short	EA	27	\$961.00	\$ 25,947.00
20.	Single Water Service Long	EA	15	\$877.00	\$ 13,155.00
21.	Double Water Service Long	EA	21	\$1,250.00	\$ 26,250.00
22.	Fire Hydrant Assembly	EA	14	\$7,675.00	\$ 107,450.00
23.	Blow Off Assembly	EA	4	\$1,885.00	\$ 7,540.00
				TOTAL	<u>\$ 618,612.50</u>