



City of North Port

RESOLUTION NO. 2026-R-09

A RESOLUTION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING THE TRANSFER OF WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS AND ASSOCIATED WARRANTIES FOR CENTRAL PARC PHASES 1, 2 AND 3; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2019, the City of North Port, Florida, and Sabal Trace Development Partners, LLC ("*Developer*") entered into a *Water and Wastewater System Standard Developers Agreement* ("*Agreement*"), requiring Sabal Trace Development Partners, LLC to pay for the construction of certain on-site and off-site water distribution and wastewater collection systems and, upon completion, to transfer ownership and control of those systems to the City.

WHEREAS, Sabal Trace Development Partners LLC 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, Sabal Trace Development Partners, LLC 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 and infrastructure improvement warranties have been assigned to the City; and

WHEREAS, the City Commission finds that the conveyance of the water and wastewater infrastructure improvements, together with 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 the Infrastructure Cost of Utility Construction for Central Parc attached as Exhibit A.
- 2.02 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 for Central Parc at North Port Wastewater Collection System Phase 1, Bill of Sale for Central Parc at North Port Potable Water Distribution System Phase 1, and Utility Warranty and Guarantee* attached as Exhibit B, and legally described as:

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, CITY OF NORTH PORT SARASOTA COUNTY, FLORIDA.

- 2.03 The City Commission accepts the transfer of ownership of the water distribution and wastewater sanitary sewer infrastructure and improvements identified in and transferred via *Bill of Sale for Central Parc at North Port Wastewater Collection System Phases 2 and 3, Bill of Sale for Central Parc at North Port Potable Water Distribution System Phases 2 and 3 and Utility Warranty and Guarantee* attached as Exhibit C, and legally described as:

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, CITY OF NORTH PORT SARASOTA COUNTY, FLORIDA.

- 2.04 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 Sabal Trace Development Partners, LLC 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.

ADOPTED by the City Commission of the City of North Port, Florida on March 10, 2026.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

Exhibit A to Resolution No. 2026-R-09- Infrastructure Cost of Utility Construction

KHA Project No. 14886000
8/25/2025

COST OF UTILITY CONSTRUCTION				
FOR				
CENTRAL PARC - Water and Sewer				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
II. UNDERGROUND				
II.a SANITARY SEWER				
1	Lift Station complete	1	LS \$ 250,000.00	\$ 385,364.80
2	Thompson pump	1	LS \$ 72,738.86	\$ 72,739.00
3	Manholes 4' - 8'	46	EA \$ 5,769.12	\$ 265,380.00
4	Manholes 8' - 12'	18	EA \$ 6,608.52	\$ 118,953.00
5	Manholes 12' - 14'	6	EA \$ 7,447.92	\$ 44,688.00
6	Manholes 14' - 16'	5	EA \$ 9,126.72	\$ 45,634.00
7	Manholes 16' - 18'	4	EA \$ 10,805.52	\$ 43,222.00
8	Manholes 18' - 20'	1	EA \$ 12,484.32	\$ 12,484.00
9	Manholes 12' - 14' drop	2	EA \$ 7,447.92	\$ 14,896.00
10	Manholes 18' - 20' drop	6	EA \$ 12,848.32	\$ 77,090.00
12	8" PVC (SDR 26) Gravity Sewer 4' - 8'	5,692	LF \$ 39.75	\$ 226,257.00
13	8" PVC (SDR 26) Gravity Sewer 8' - 12'	6,106	LF \$ 57.80	\$ 352,927.00
14	8" PVC (SDR 26) Gravity Sewer 12' - 16'	2,324	LF \$ 82.00	\$ 190,568.00
15	8" PVC (SDR 26) Gravity Sewer 16' - 20'	2,080	LF \$ 115.50	\$ 240,240.00
21	8" Force Main	3,399	LF \$ 95.00	\$ 322,905.00
22	8" Plug valve and box	1	EA \$ 2,000.00	\$ 2,000.00
23	8" Plug	1	EA \$ 1,500.00	\$ 1,500.00
24	Single sewer service	97	EA \$ 600.53	\$ 58,251.00
25	Double sewer service	203	EA \$ 664.54	\$ 134,902.00
26	Force Main 16"x8" force main tapping sleeve and valve	1	LS \$ 11,104.85	\$ 11,105.00
SANITARY SEWER TOTAL				\$ 2,621,105.80

Darren Smith
08.25.2025
Dave

KHA Project No. 14886000
8/25/2025

COST OF UTILITY CONSTRUCTION				
FOR				
CENTRAL PARC - Water and Sewer				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
II.b WATER DISTRIBUTION				
1	2" PVC DR-18, C900 Water Main	104 LF	\$ 8.88	\$ 924.00
2	6" PVC DR-18, C900 Water Main	664 LF	\$ 30.63	\$ 20,338.00
3	8" PVC DR-18, C900 Water Main	21,074 LF	\$ 40.84	\$ 860,662.00
8	Single water service (short)	47 EA	\$ 893.02	\$ 41,972.00
9	Single water service (long)	14 EA	\$ 1,134.00	\$ 15,876.00
10	Double water service (short)	106 EA	\$ 1,107.46	\$ 117,391.00
11	Double water service (long)	115 EA	\$ 1,358.88	\$ 156,271.00
12	Water service to lift station	1 EA	\$ 1,134.00	\$ 1,134.00
	Fire Hydrant	24 EA	\$ 11,649.18	\$ 279,580.00
13	Tie-in to existing Water Mains 12"x8", tapping sleeve and valve	2 EA	\$ 10,707.04	\$ 21,414.00
14	Tie-in to existing Water Mains 10"x8", tapping sleeve and valve	1 EA	\$ 10,601.26	\$ 10,601.00
WATER DISTRIBUTION TOTAL				\$ 2,337,568.00
SUMMARY - CENTRAL PARC				
II. UNDERGROUND				
	II.a SANITARY SEWER			\$ 2,621,105.80
	II.b WATER DISTRIBUTION			\$ 2,337,568.00
GRAND TOTAL				\$ 5,317,821.80

Exhibit B to Resolution No. 2026-R-09- Phase 1 Water and Wastewater Bill of Sale and Warranty

BILL OF SALE
for
CENTRAL PARC AT NORTH PORT
POTABLE WATER DISTRIBUTION SYSTEM PHASE 1

KNOW ALL MEN BY THESE PRESENTS, that **Central Parc Community Development District**, a special-purpose of unit of local government, 19503 S. West Villages Parkway, Venice Florida 34293, Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration, paid by the **City of North Port**, 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, the following goods and chattels located in the County of Sarasota, and the State of Florida, more particularly described as follows:

All pipelines, pipes, fittings, connections, blow-offs, valves, fire hydrants, and all other equipment used or useful for and/or in connection with the potable water distribution system of the Central Parc at North Port development described on the record drawings attached hereto.

TO HAVE AND TO HOLD the same unto the Party of the Second Part, its executors, administrators, successors and assigns, forever.

And said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Party of the first Part has good right to sell the same as aforesaid; and, that Party of the First Part will warrant and defend the sale of the said property, goods and chattels 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, by and through its undersigned representative, has hereunto set its hands and seal(s), this ____ day of _____, 2025.

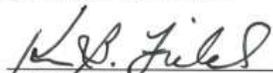
ATTEST:

By: 

Witness

Ashley Baylor

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

By: 

Print: Kim B. Fields

Title: Chairperson

BILL OF SALE
for
CENTRAL PARC AT NORTH PORT
WASTEWATER COLLECTION SYSTEM PHASE 1

KNOW ALL MEN BY THESE PRESENTS, that **Central Parc Community Development District**, a special-purpose of unit of local government, 19503 S. West Villages Parkway, Venice Florida 34293, Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration, paid by the **City of North Port**, 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, the following goods and chattels located in the County of Sarasota, and the State of Florida, more particularly described as follows:

All pipelines, pipes, fittings, manholes, connections, cut-offs, valves, and all other equipment used or useful for and/or in connection with the wastewater collection system of the Central Parc at North Port development described on the record drawings attached hereto.

TO HAVE AND TO HOLD the same unto the Party of the Second Part, its executors, administrators, successors and assigns, forever.

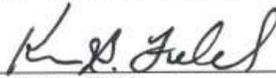
And said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Party of the first Part has good right to sell the same as aforesaid; and, that Party of the First Part will warrant and defend the sale of the said property, goods and chattels 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, by and through its undersigned representative, has hereunto set its hands and seal(s), this ____ day of _____, 2025.

ATTEST:

**CENTRAL PARC COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Witness


By: 
Print: Kim B. Fields
Title: Chairperson

UTILITY WARRANTY AND GUARANTEE

**Project: Central Parc at North Port
Water Distribution System Phase 1**

This document does hereby convey to City of North Port the required Contractual Guarantee as required by the City of North Port Utilities Standards Specifications Handbook, latest revision.

As to Owner:

The owner represents and warrants this utility extension from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: Kim B. Fields Title: Chairperson

Owner: Central Parc Community Development Phone: 516-633-0218
District

Address: 19503 S. West Villages Parkway, Venice Florida 34293

As to Contractor:

The contractor represents and warrants this utility extension from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: **Mark S. Primmer** Title: **Vice President**

Contractor: ET Civil, Inc. Phone: (941) 899-5597

Address: 108 Triple Diamond Blvd, Venice, Florida 34275

UTILITY WARRANTY AND GUARANTEE

**Project: Central Parc at North Port
Wastewater Collection System Phase 1**

This document does hereby convey to City of North Port the required Contractual Guarantee as required by the City of North Port Utilities Standards Specifications Handbook, latest revision.

As to Owner:

The owner represents and warrants this utility extension from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: Kim B. Fields Title: Chairperson

Owner: Central Parc Community Development Phone: 516-633-0218
District

Address: 19503 S. West Villages Parkway, Venice Florida 34293

As to Contractor:

The contractor represents and warrants this utility extension, with the exclusion of the lift station and all appurtenances associated with the lift station, from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: **Mark S. Primmer** Title: **Vice President**

Contractor: ET Civil, Inc. Phone: (941) 899-5597

Address: 108 Triple Diamond Blvd, Venice, Florida 34275

BILL OF SALE
for
CENTRAL PARC AT NORTH PORT
POTABLE WATER DISTRIBUTION SYSTEM PHASES 2 AND 3

KNOW ALL MEN BY THESE PRESENTS, that **Sabal Trace Development Partners, LLC**, a Florida limited liability company, 550 SE 5th Avenue, Apt 304S, Boca Raton, Florida 33432, Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration, paid by the **City of North Port**, 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, the following goods and chattels located in the County of Sarasota, and the State of Florida, more particularly described as follows:

All pipelines, pipes, fittings, connections, blow-offs, valves, fire hydrants, and all other equipment used or useful for and/or in connection with the potable water distribution system of the Central Parc at North Port development described on the record drawings attached hereto.

TO HAVE AND TO HOLD the same unto the Party of the Second Part, its executors, administrators, successors and assigns, forever.

And said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Party of the first Part has good right to sell the same as aforesaid; and, that Party of the First Part will warrant and defend the sale of the said property, goods and chattels 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, by and through its undersigned representative, has hereunto set its hands and seal(s), this ____ day of _____, 2025.

ATTEST:

SABAL TRACE DEVELOPMENT PARTNERS, LLC

By: _____

Ashley Baylor
Witness

By: _____

Kim B. Fields

Print: Kim B. Fields

Title: Authorized Member of Fields-Realty, LLC

BILL OF SALE
for
CENTRAL PARC AT NORTH PORT
WASTEWATER COLLECTION SYSTEM PHASES 2 AND 3

KNOW ALL MEN BY THESE PRESENTS, that **Sabal Trace Development Partners, LLC**, a Florida limited liability company, 550 SE 5th Avenue, Apt 304S, Boca Raton, Florida 33432, Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration, paid by the **City of North Port**, 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, the following goods and chattels located in the County of Sarasota, and the State of Florida, more particularly described as follows:

All pipelines, pipes, fittings, manholes, connections, cut-offs, valves, and all other equipment used or useful for and/or in connection with the wastewater collection system of the Central Parc at North Port development described on the record drawings attached hereto.

TO HAVE AND TO HOLD the same unto the Party of the Second Part, its executors, administrators, successors and assigns, forever.

And said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Party of the first Part has good right to sell the same as aforesaid; and, that Party of the First Part will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

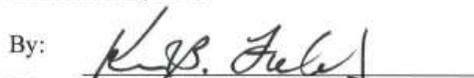
IN WITNESS WHEREOF, the said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal(s), this ____ day of _____, 2025.

ATTEST:

**SABAL TRACE DEVELOPMENT
PARTNERS, LLC**

By: 
Witness

Ashley Baylor

By: 
Print: Kim B. Fields
Title: Authorized Member of Fields-Realty,
LLC

UTILITY WARRANTY AND GUARANTEE

**Project: Central Parc at North Port
Water Distribution System Phases 2 and 3**

This document does hereby convey to City of North Port the required Contractual Guarantee as required by the City of North Port Utilities Standards Specifications Handbook, latest revision.

As to Developer:

The developer represents and warrants this utility extension from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: Kim B. Fields Title: Authorized Member of Fields-Realty, LLC

Developer: Sabal Trace Development Partners, Phone: 516-633-0218
LLC

Address: 550 SE 5th Avenue, Apt 304S, Boca Raton, Florida 33432

As to Contractor:

The contractor represents and warrants this utility extension from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: **Mark S. Primmer** Title: **Vice President**

Contractor: ET Civil, Inc. Phone: (941) 899-5597

Address: 108 Triple Diamond Blvd, Venice, Florida 34275

UTILITY WARRANTY AND GUARANTEE

**Project: Central Parc at North Port
Wastewater Collection System Phases 2 and 3**

This document does hereby convey to City of North Port the required Contractual Guarantee as required by the City of North Port Utilities Standards Specifications Handbook, latest revision.

As to Developer:

The developer represents and warrants this utility extension from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: Kim B. Fields

Title: Authorized Member of Fields-Realty, LLC

Developer: Sabal Trace Development Partners, Phone: 516-633-0218
LLC

Address: 550 SE 5th Avenue, Apt 304S, Boca Raton, Florida 33432

As to Contractor:

The contractor represents and warrants this utility extension from and against any defects in material and workmanship, that is discovered or arises within a period of one (1) year following the date of final acceptance of developer's extension by The City of North Port.

By: 

Print: **Mark S. Primmer**

Title: **Vice President**

Contractor: ET Civil, Inc.

Phone: (941) 899-5597

Address: 108 Triple Diamond Blvd, Venice, Florida 34275