

Charles D. Bailey, III
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January 16, 2025

Via Email swillette@northportfl.gov

Sherry Willette-Grondin, Planner III
City of North Port, Development Services Department
Planning and Zoning Division
4970 City Hall Blvd.
North Port, FL 34286

Re: Termination of Transportation Impact Fee Reimbursement Agreement Regarding Tuscola Boulevard Bridge

Dear Sherry,

I am following up my multiple communications with you, Assistant City Manager Jason Yarborough and Public Works Director Chuck Speake regarding the Transportation Impact Fee Reimbursement Agreement Regarding Tuscola Boulevard Bridge ("Agreement"). In furtherance of our meeting on October 24, I am providing the attached proposed Termination of the Agreement which would serve to terminate the Agreement in its entirety.

As we know, in 2019, the Bridge was not identified as necessary to serve the project. Rather, it was an improvement the City thought was a good idea at the time--- and, honestly, it is a good idea in concept. Adding a link and increasing connectivity in roadway networks is a good thing.

But, when the Agreement was approved in 2019, it appeared that the City could meet its obligation to fully fund all costs associated with the design, permitting, and construction of the bridge from impact fees collected from the Central Parc project. However, as we now know, the bridge costs have substantially increased and the City now has other, more appropriate, capacity-adding transportation system improvements it

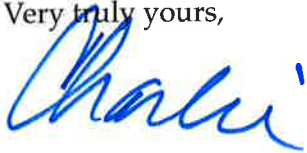
can fund with the approximately \$3 million in transportation impact fees it anticipates collecting from Central Parc development. Once executed, the termination will serve to "free-up" all impact fees to be paid for Central Parc that are now restricted by the Agreement and the City will have the ability to use such funds in any manner it sees fit to provide capacity adding transportation improvements.

Accordingly, enclosed is a Termination of the Agreement which I previously provided for City review. Based on our Teams meeting earlier this week with you, Deputy City Attorney Hillary Ryan, and Transportation Engineer Anthony Freidman, I expect we will need to make minor revisions to the enclosed as soon as we get the additional requested information from our project engineer Peter Van Buskirk of Kimley-Horn and Associates. As soon as we have that additional information, we will provide it to you and confirm the specific appropriate refinements to be made to the instrument to put it in final form for presentation to the City Commission.

The Parties have been discussing how and whether to pursue the bridge construction since the summer of 2024. Thus, we are very eager to conclude this matter by getting it to the City Commission at the earliest possible date. If there is anything further we can provide to help with your review and analysis or allow us to ensure it is approved by the City Commission in short order, please do not hesitate to call.

Thanks so much for your assistance. As always, we look forward to working with you.

Very truly yours,



Charles D. Bailey, III
For the Firm

CB3:mlj

cc: Kim Fields, Sabal Trace Development Partners, LLC
Peter Van Buskirk, P.E. and AICP, Kimley-Horn and Associates
Jason Yarborough, Assistant City Manager, City of North Port
Chuck Speake, Public Works Director, City of North Port
Hillary Ryan, Esq., Deputy City Attorney, City of North Port
Anthony Freidman, P.E., Transportation Engineer, City of North Port

8864165.v1

**TERMINATION OF TRANSPORTATION IMPACT FEE REIMBURSEMENT AGREEMENT
REGARDING TUSCOLA BOULEVARD BRIDGE**

THIS TERMINATION OF TRANSPORTATION IMPACT FEE REIMBURSEMENT AGREEMENT REGARDING TUSCOLA BOULEVARD BRIDGE (this "Termination") is made and entered into by and between Sabal Trace Development Partners, LLC, a Florida limited liability company ("Developer"), and the City of North Port, Florida, a municipal corporation of the State of Florida ("City") (City and the Developer may collectively be referred to herein as the "Parties").

RECITALS:

A. Developer is redeveloping the approximately 207.5-acre Property that contained the former Sabal Trace Golf Course, a designated Brownfield Site which is the subject of the "Transportation Impact Fee Reimbursement Agreement Regarding Tuscola Boulevard Bridge," recorded in Official Records Instrument # 2019148367, Public Records of Sarasota County, Florida (the "Agreement"). (Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms by the Agreement.)

B. As described in the Agreement and City's Development Master Plan approved for the Property (File No. DMP-18-071), as Developer was permitting the redevelopment of the Property as "Central Parc," City expressed a desire for a Bridge to be provided over the Cocoplum Waterway from Greenwood Avenue to Tuscola Boulevard.

C. Consistent with Recital B, above, and Recital M of the Agreement, while the Bridge was not necessary to serve traffic generated by Central Parc, City requested Developer to design, permit, and construct it concurrently with Developer's construction of Central Parc, with City fully reimbursing Developer for all such costs associated with the Bridge from transportation impact fees the City collects from development within Central Parc.

D. Since Parties entered the Agreement in 2019, the costs associated with the design, permitting and construction of the Bridge have increased substantially, which the Parties now anticipate would exceed \$3,000,000.00.

E. Further, since 2019, City has identified other "transportation system improvements" which have greater need than the Bridge, will more effectively expand capacity of the City's road network, and can more appropriately be funded with the transportation impact fees to be collected from development within Central Parc.

F. Based on the foregoing, the Parties desire to amend the Agreement for the purpose of terminating it in its entirety, thereby terminating City's obligation to fund the Bridge, terminating Sabal Trace's obligations to design, permit and construct the Bridge, and authorizing the City to utilize all transportation impact fees collected from Central Parc (defined as "Central Parc Fees" in Section 3.B of the Agreement) in any manner authorized by Chapter 58, Article III, City Code.

G. The City Commission has reviewed and considered this Termination, additional reports and background provided in support of this Termination, and the recommendations of their professional staff.

H. Having taken the actions described in Recital G, above, City finds this Termination to be consistent with its Comprehensive Plan and all applicable regulations and has, accordingly, approved this Termination, in accordance with the terms of Section 15 of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties hereby amend the Agreement as follows:

1. **Recitals True and Correct.** The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Termination of Agreement.** The Agreement is hereby terminated in its entirety, fully extinguished, and of no further force or effect. The Parties are fully released from all obligations, commitments, and requirements created by the Agreement.

3. **Terminated City Obligations.** Without limiting the terms of Section 2, above, City has no obligation to deposit or hold any transportation impact fees collected from the Central Parc development in a segregated account and is expressly authorized to utilize all of such fees to fund any transportation system improvement as permitted by Chapter 58, Article III, City Code. Consistent with the foregoing, City shall have no obligation to reimburse Developer for any costs it has incurred for the design and permitting of the Bridge.

4. **Terminated Sabal Trace Obligations.** Without limiting the terms of Section 2, above, Developer has no obligation to design, permit or construct the Bridge. Further, any and all conditions or requirements contained in any City-issued permits or other City approvals relating to Central Parc which reference the Agreement or construction of the Bridge are deemed met as a result of this Termination and all such conditions and requirements are of no further force and effect. Consistent with the foregoing, the construction of the Bridge shall not be a condition to the issuance of any pending or future permits or approvals relating to development within Central Parc, including, but not limited to, certificates of occupancy for any buildings within Central Parc.

5. **Recording.** Within ten (10) days of the Effective Date of the Termination (as reflected in Section 7, below), City shall provide Developer with an original of this executed Termination. Developer, at its own cost, shall record such executed original Termination in the Public Records of Sarasota County, Florida within ten (10) days of its receipt from City.

6. **Counterparts.** This Termination may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

7. **Effective Date.** This Termination shall become effective on the date it is executed by the last of the Parties.

[Parties' Signature Pages Follow]

Dated this ____ day of _____, 2024, as to City.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, ESQ.
INTERIM CITY ATTORNEY

[Developer's Signature Page Follows]

Dated this ____ day of _____, 2024, as to Developer.

SABAL TRACE DEVELOPMENT PARTNERS, LLC,
a Florida limited liability company

By: _____

as its _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2024, by
_____, who is personally known to me or who produced
_____ as identification.

Notary Public, State of Florida

8797252.v2

RE: [EXTERNAL] RE: First Amendment - Impact Fee Reimbursement Agreement Tuscola Blvd Bridge with Exhibit C.docx



BAILEY, CHARLIE <cbailey@williamsparker.com>

To Sherry Willette; Jason Yarborough; Chuck Speake

Cc 'Kim B. Fields'; Michael Golen; Lori Barnes; Gabriel Quintas; Alaina Ray; Tricia Wisner; Peter T. Van Buskirk PE AICP (Peter.Vanbuskirk@kimley-horn.com); Jones, Maggie L.

Retention Policy NP - Email Policy (6 years)

Expires 11/26/2030

 Termination of Bridge Agreement(8797252.1).docx
40 KB

Reply

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Wed 11/27/2024 10:30 AM



EXTERNAL EMAIL: This email is from an external sender. Please exercise caution with links and attachments.

Sherry, Jason and Chuck,

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Accordingly, attached is a Termination of the Agreement which I am providing for your review. As reflected in the chain below, the Parties have been discussing how and whether to even pursue the bridge construction since this past summer. Thus, we are very eager to conclude this matter and have the attached presented to the City Commission at the earliest possible date. If there is anything we can provide you to help with your review and analysis... or anything else we might do to ensure it is approved by the City Commission in short order... please do not hesitate to call. Thanks so much for your assistance on this.

Hope all have a Happy Thanksgiving.

Charlie



Charles (Charlie) D. Bailey, III
Attorney at Law

(941) 552-5551
cbailey@williamsparker.com



Downtown Sarasota
50 Central Avenue Eighth Floor Sarasota, Florida 34236

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