



City of North Port

RESOLUTION NO. 2022-R-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AS THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT FOR ALL STREETLIGHTS (310) LOCATED ON U.S. HIGHWAY 41; PROVIDING FOR FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Port Road and Drainage District (“District”) is a dependent special district; and

WHEREAS, pursuant to Section 66-51 of the Code of the City of North Port, Florida, the City Commission of the City of North Port, Florida, serves as the governing body of the District (the “Board”); and

WHEREAS, the Board has the powers granted by the Code of the City of North Port, Florida (“City Code”); the City Charter; the general laws of the State of Florida; and the City’s home rule authority, as may be necessary or proper to carry out the intent and purpose of the District; and

WHEREAS, negotiations between the State of Florida Department of Transportation and the City of North Port resulted in an Intergovernmental Agreement providing for the maintenance and operation of all Streetlights (310) located on U.S. Highway 41 within the City of North Port; and

WHEREAS, the Board finds that this agreement provides for orderly and safe vehicular traffic movement and serves the public health, safety, and welfare of the citizens of the City of North Port.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, SERVING AS THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are ratified and confirmed as being true and correct and are incorporated in this resolution as findings of the governing body.

SECTION 2 – AGREEMENT APPROVAL AND AUTHORIZATION

2.01 The State of Florida Department of Transportation State Highway Lighting, Maintenance, and Compensation Agreement, attached as “Exhibit A” and incorporated as if set forth in this

resolution, is hereby approved.

- 2.02 The Mayor of the City of North Port, Florida is hereby authorized to execute the State of Florida Department of Transportation State Highway Lighting, Maintenance, and Compensation Agreement attached as "Exhibit A."

SECTION 3 – CONFLICTS

- 3.01 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 such conflict.

SECTION 4 – SEVERABILITY

- 4.01 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 5 – EFFECTIVE DATE

- 5.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, acting in its capacity as the governing body of the North Port Road and Drainage District, in public session on _____, 2022.

THE CITY COMMISSION OF THE CITY OF NORTH PORT,
FLORIDA, SERVING AS THE GOVERNING BODY OF THE
NORTH PORT ROAD AND DRAINAGE DISTRICT

PETE EMRICH
MAYOR

ATTEST

HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY

**STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT
WORK ORDER**

Contract Number: ASH17
Maintaining Agency: City of North Port
Financial Project No: 413565-1-78-02
Fiscal Year: 2022-2023

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 22/23 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on June 9, 2020.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2022, and ending June 30, 2023, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$98,694.70. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT’S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2022-2023

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED _____
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$300.10 in fiscal year 2020-2021 shall increase to \$318.37 in fiscal year 2022-2023.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%.

Example: 1432 (lights) x \$318.37 (unit rate) x 100% = \$455,905.84

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS		0.00	0.00
Standard	63	HPS	\$318.37	100.00	\$20,057.31
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	218	LED	\$318.37	100.00	\$69,404.66
Underdeck		LED		0.00	0.00
Sign	29	LED	\$318.37	100.00	\$9,232.73

Highway Lighting Maintenance and Compensation Agreement Inventory EXHIBIT 'A' ATTACHMENT

Agency Name: CITY OF NORTH PORT

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US41 GOING SOUTH	SARASOTA	Biscayne	North Port Blvd	68	STANDARD	LED
US41 GOING SOUTH	SARASOTA	Grobe	Tuscola	31	STANDARD	HPS
US41 GOING SOUTH	SARASOTA	Tuscola	Cornelius	74	STANDARD	LED
US41 GOING NORTH	SARASOTA	Cranberry	Tuscola	66	STANDARD	LED
US41 GOING NORTH	SARASOTA	Tuscola	Grobe	30	STANDARD	HPS
US41 INTERSECTION	SARASOTA	Tamiami	West Villiage Pkwy	4	SIGNS	LED
US41 INTERSECTION	SARASOTA	Galleria	Corrandino	6	STANDARD	LED
US41 INTERSECTION	SARASOTA	Galleria	Corrandino	4	SIGNS	LED
US41 INTERSECTION	SARASOTA	Tamiami	Salford	4	SIGNS	LED
US41 INTERSECTION	SARASOTA	Tamiami	Sumter	4	SIGNS	LED
US41 INTERSECTION	SARASOTA	Tamiami	Walmart	2	SIGNS	LED
US41 INTERSECTION	SARASOTA	Tamiami	Tuscola	4	SIGNS	LED
US41 INTERSECTION	SARASOTA	Tamiami	Tuscola	2	STANDARD	HPS
US41 INTERSECTION	SARASOTA	Tamiami	Biscayne	4	SIGNS	LED
US41 INTERSECTION	SARASOTA	Tamiami	Preto	3	SIGNS	LED
US41 INTERSECTION	SARASOTA	Tamiami	Preto	4	STANDARD	LED
TOTAL # OF LIGHTS BEING MAINTAINED:				310		