



## City of North Port

### RESOLUTION NO. 2026-R-45

**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 WORK ORDER FOR ALL STREET LIGHTS (352) LOCATED ON U.S. HIGHWAY 41 FOR FISCAL YEAR 2026-2027; PROVIDING FOR INCORPORATION OF RECITALS; 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**, on May 26, 2020, the Board adopted Resolution No. 2020-R-17, authorizing the Mayor to execute the State of Florida Department of Transportation State Highway Lighting, Maintenance, and Compensation Agreement for all streetlights located on U.S. Highway 41 (“Intergovernmental Agreement”); and

**WHEREAS**, on June 9, 2020, the State of Florida Department of Transportation and the City of North Port entered into the Intergovernmental Agreement, providing for the maintenance and operation of all Streetlights located on U.S. Highway 41 within the City of North Port; and

**WHEREAS**, pursuant to Section 1.a. of the Intergovernmental Agreement, prior to the start of each new fiscal year, the parties shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or changes in lighting type maintained pursuant to the Intergovernmental Agreement; and

**WHEREAS**, the Board finds that this work order 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 Work Order, 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 Work Order 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 \_\_\_\_\_, 2026.

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 FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
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:** 2026-2027

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 26/27 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, 2026, and ending June 30, 2027, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$126,132.16. 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: PETE EMRICH Title: MAYOR

Attest: \_\_\_\_\_ Approved as to form: \_\_\_\_\_  
HEATHER FAUST, MMC MICHAEL FUINO, B.C.S.  
CITY CLERK CITY ATTORNEY

**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 2026-2027**

**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

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2. \_\_\_\_\_

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3. \_\_\_\_\_

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4. \_\_\_\_\_

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5. \_\_\_\_\_

**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 \$327.92 in fiscal year 2023-2024 shall increase to \$337.76 in fiscal year 2024-2025.

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 \$327.92 (unit rate) x 100% = \$469,581.44

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS			
Standard	63	HPS	\$358.33	100.00	\$22,574.79
Underdeck		HPS			
Sign		HPS			
High Mast		LED			
Standard	289	LED	\$358.33	100.00	\$103,557.37
Underdeck		LED			
Sign		LED			

## 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
US41 INTERSECTION	SARASOTA	Tamiami	Mezzo West/Brimstone Hill	24	STANDARD	LED
US41 INTERSECTION	SARASOTA	Tamiami	Wellen Park Blvd	18	STANDARD	LED
<b>TOTAL # OF LIGHTS BEING MAINTAINED:</b>				<b>352</b>		