



City of North Port

RESOLUTION NO. 2025-R-70

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 A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO CLARIFY MAINTENANCE RESPONSIBILITIES WITHIN THE LIMITED ACCESS AND STATE RIGHT-OF-WAY OF INTERSTATE 75 AT BIG SLOUGH MYAKKAHATCHEE CREEK IN SARASOTA COUNTY; 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, pursuant to Chapter 334, Florida Statutes, the Florida Department of Transportation ("Department") constructed Interstate 75 (I-75) within the geographical limits of the City of North Port; and

WHEREAS, the City of North Port ("City") and the Department desire to clarify and allocate responsibility for maintenance within the State's limited access right-of-way of I-75 at Big Slough Myakkahatchee Creek, as more particularly described in the Agreement and supporting exhibits; and

WHEREAS, the continued maintenance of graffiti, vegetation and drainage management within designated areas of the interchange is necessary for the safety, functionality, and appearance of the corridor; and

WHEREAS, the City recognizes that the interchange provides substantial benefit to its residents and visitors, and therefore desires to accept responsibility for certain maintenance obligations as specifically set forth in the Agreement; and

WHEREAS, the Department will retain responsibility for maintenance within thirty (30) feet of the I-75 bridge drip edge, while the City will assume responsibility for maintenance beyond that limit as further detailed in the Agreement; and

WHEREAS, the City Commission of the City of North Port finds it to be in the best interest of the public health, safety, and welfare to approve and enter into the Maintenance Agreement with the Department.

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

SECTION 2 – RESOLUTION

- 2.01 The City Commission hereby approves the *Maintenance Agreement* with the Florida Department of Transportation, attached as Exhibit A, for the clarification of maintenance responsibilities within the limited access and State right-of-way of Interstate 75 at Big Slough Myakkahatchee Creek in Sarasota County, a copy of which is attached hereto and made a part hereof, and incorporated as if fully set forth in this Resolution.
- 2.02 The Mayor of the City of North Port, Florida is hereby authorized to execute the State of Florida Department of Transportation Landscape Maintenance and Installation Agreement.
- 2.03 All identified exhibits are incorporated in this resolution by reference.

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 the 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 October 28, 2025.

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

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

**MAINTENANCE AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF NORTH PORT
FOR INTERSTATE SYSTEM/LOCAL ROAD CROSSINGS**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and **City of North Port** (hereinafter, "LOCAL AGENCY") for the maintenance responsibilities and limits within the limited access and State right-of-way of **Interstate 75 (I-75)** at Big Slough Myakkahatchee Creek in **Sarasota County**.

W I T N E S S E T H

1. WHEREAS, pursuant to Fla. Stat. §334, the DEPARTMENT constructed I-75 within the LOCAL AGENCY geographical limits; and
2. WHEREAS, I-75 (Roadway Section 17075000) L/A R/W in the vicinity **of Big Slough Myakkahatchee Creek just west of Sumter Blvd** (hereinafter, "LOCAL AGENCY AREA"), with approximate centerline Mile Post 11.4 attached hereto and made a part hereof as **Exhibit A**; and
3. WHEREAS, the LOCAL AGENCY by Resolution No. 2025-R-70, dated October 28, 2025, has consented to and approved this AGREEMENT and has authorized its Mayor or designee to execute said AGREEMENT; and
4. WHEREAS, the existing I-75 interchange benefits the LOCAL AGENCY as well as the DEPARTMENT; and
5. WHEREAS, there is a need to clarify maintenance responsibility for LOCAL AGENCY roads within the interstate right of way; and

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

- A. LOCAL AGENCY maintenance responsibilities at the LOCAL AGENCY's sole cost and expense, to be completed in accordance with the federally accepted state standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2016), commonly known as the "Florida Green Book", as amended, within the limited access and State right-of-way of the I-75 interchange includes:
 - a. Any designated LOCAL AGENCY AREA which intersects the Department's limited access right of way, regardless of fee ownership of said LOCAL AGENCY AREA. LOCAL AGENCY limits of maintenance are shown in **Exhibit A**. LOCAL AGENCY maintenance includes all limited access areas in excess of 30' from the drip edge of the I-75 bridge as indicated in **Exhibit B**. The LOCAL AGENCY will be responsible for the vegetation and drainage management for the function of the slough within this area.
- B. DEPARTMENT maintenance responsibilities, at the DEPARTMENT's sole cost and

MAINTENANCE AGREEMENT FOR INTERSTATE SYSTEM: CITY OF NORTH PORT

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expense, include all elements within 30' from the drip edge of the I-75 bridge.

6. To the express limits of Section 769.28, Florida Statutes, the LOCAL AGENCY shall indemnify, defend, save, and hold harmless DEPARTMENT against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of LOCAL AGENCY, or any of its officers, agents, contractors or employees, acting within the scope of their office or employment, in connection with this AGREEMENT's obligations and rights granted to or exercised by LOCAL AGENCY. The foregoing indemnification shall not constitute a waiver of sovereign immunity by LOCAL AGENCY beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute an agreement by LOCAL AGENCY to indemnify DEPARTMENT for negligent acts or omissions of DEPARTMENT. Nothing herein shall be construed as consent by the LOCAL AGENCY to be sued by third parties in any manner arising out of this AGREEMENT. The indemnities assumed by the LOCAL AGENCY shall survive the termination of this AGREEMENT.
7. This AGREEMENT incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters concerning the geographical area contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
8. This AGREEMENT shall be governed, interpreted, and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, **City of North Port** has caused this AGREEMENT to be executed in its behalf through its mayor or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this AGREEMENT to be executed in its behalf through its District Secretary for District One, as indicated below. This AGREEMENT shall become effective on:

October 28, 2025

Department to enter date.

MAINTENANCE AGREEMENT FOR INTERSTATE SYSTEM: CITY OF NORTH PORT
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LOCAL AGENCY: CITY OF NORTH PORT, FLORIDA

ATTEST:

BY: CITY OF NORTH PORT

BY: _____

BY: _____

HEATHER FAUST, MMC CITY CLERK

PRINT NAME AND TITLE

PHIL STOKES, MAYOR

CITY OF NORTH PORT LEGAL REVIEW
APPROVED AS TO FORM AND
CORRECTNESS

BY: _____
MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

BY: _____

DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

PRINT NAME

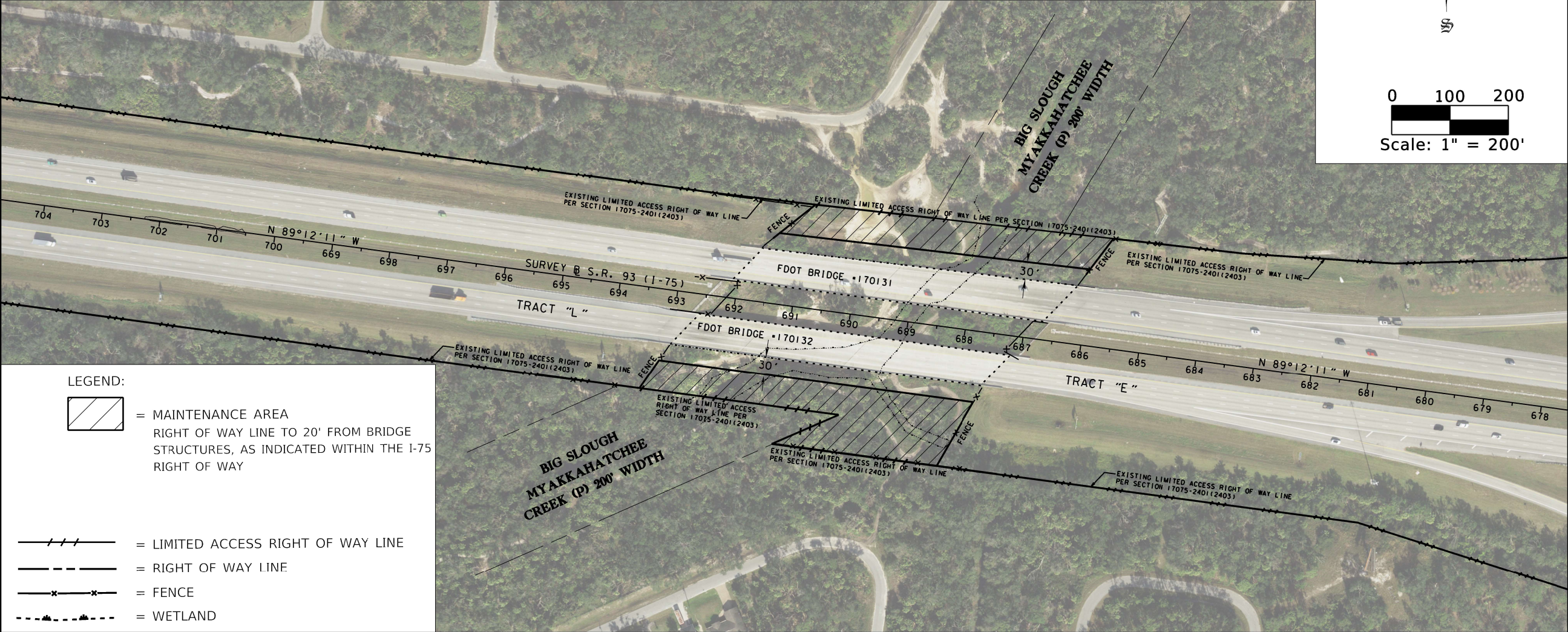
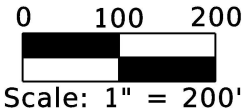
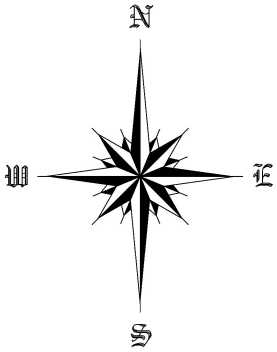
TITLE DATE

TITLE DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____

SECTION 09, TOWNSHIP 39 SOUTH, RANGE 21 EAST
SARASOTA COUNTY, FLORIDA
MAINTANANCE AGREEMENT EXHIBIT "A"
SHEET 1 OF 1



LEGEND:

= MAINTENANCE AREA

= RIGHT OF WAY LINE TO 20' FROM BRIDGE STRUCTURES, AS INDICATED WITHIN THE I-75 RIGHT OF WAY

= LIMITED ACCESS RIGHT OF WAY LINE

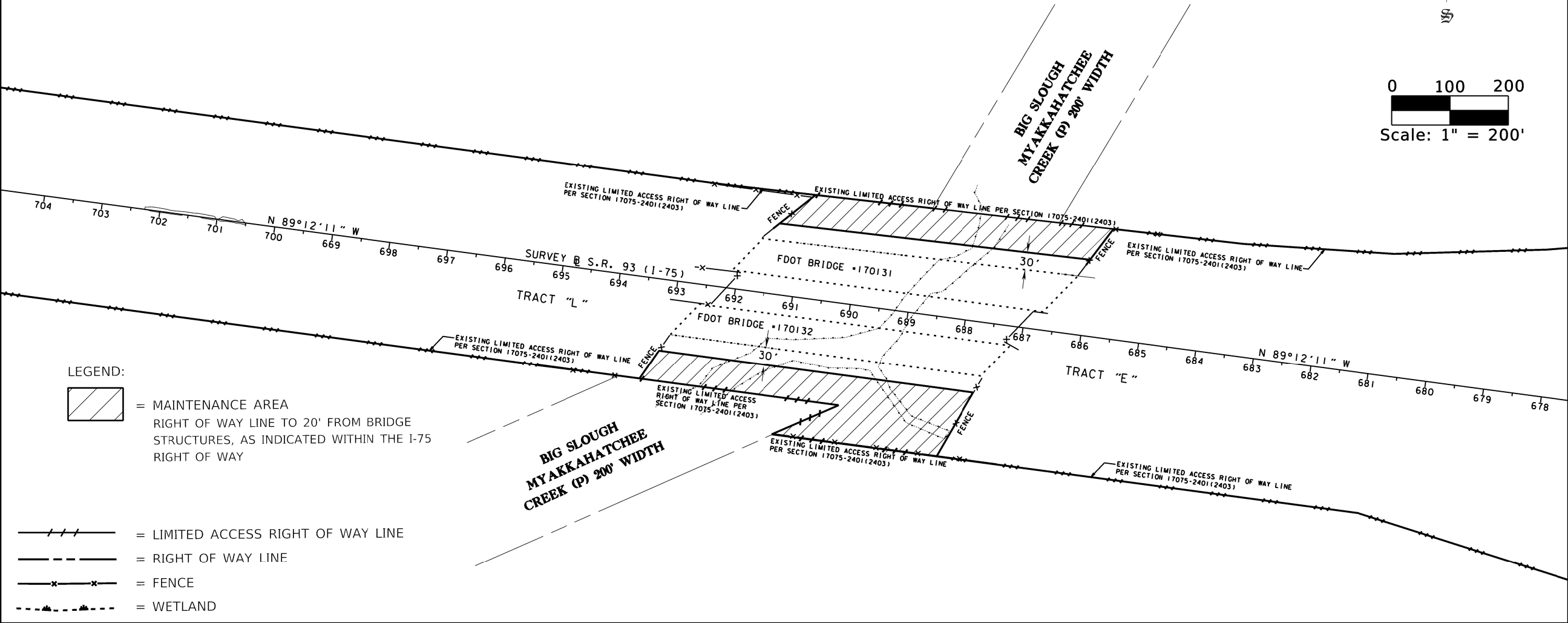
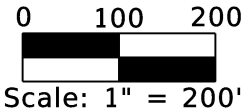
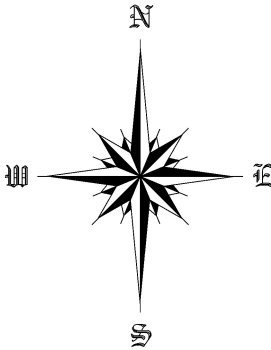
= RIGHT OF WAY LINE

= FENCE

= WETLAND

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY			STATE ROAD NO. 93 (I-75)				SARASOTA COUNTY	
				BY	DATE	PREPARED BY:	DATA SOURCE:	
						FLORIDA DEPARTMENT OF TRANSPORTATION	17075-000 4130444	
			REVISION	BY	DATE	CHECKED	MDM	02/04/2025
						F.P. NO. 413044-4		SECTION 17075-2401 (2403)
						SHEET 1 OF 1		

SECTION 09, TOWNSHIP 39 SOUTH, RANGE 21 EAST
SARASOTA COUNTY, FLORIDA
MAINTANANCE AGREEMENT EXHIBIT "A"
SHEET 1 OF 1



FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY				STATE ROAD NO. 93 (I-75)				SARASOTA COUNTY	
					BY	DATE	PREPARED BY:	DATA SOURCE:	
				DRAWN	JAR	02/03/2025	FLORIDA DEPARTMENT OF TRANSPORTATION	17075-000 4130444	
	REVISION	BY	DATE	CHECKED	MDM	02/04/2025	F.P. NO. 413044-4	SECTION 17075-2401 (2403)	SHEET 1 OF 1

I-75 at Big Slough, North Port Florida
EXHIBIT B
Page 1 of 1
DESCRIPTION OF IMPROVEMENTS

The maintenance of the area identified in Exhibit A (location map) of the Bigh Slough Myakkahatchee Creek Bridge includes the following:

LOCAL AGENCY maintenance responsibilities at the LOCAL AGENCY's sole cost and expense, to be completed in accordance with the federally accepted state standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2016), commonly known as the "Florida Green Book", as amended, within the limited access and State right-of-way of the I-75 interchange includes:

Any designated LOCAL AGENCY AREA which intersects the Department's limited access right of way, regardless of fee ownership of said LOCAL AGENCY AREA. LOCAL AGENCY limits of maintenance are shown in **Exhibit A**. LOCAL AGENCY maintenance includes all limited access areas up to 30' from the drip edge of the I-75 bridge. The LOCAL AGENCY will be responsible for the removal of any graffiti on any of the DEPARTMENT structures within this area.