

TAB 14



City of Palmetto Agenda Item

Meeting Date

12/7/09

Presenter: Jim Freeman

Department: City Clerk

Title:

RESOLUTION NO. 09-54
BUDGET AMENDMENT FDOT Traffic Signal Maintenance Agreement

PROBLEM: FDOT has amended the FY2010/2011 contract to include the intersections that have control beacons. The contract amendment will need approval from commission to execute the contract and increase FY2010 Budget

BACKGROUND: The City currently has two intersections; 8th Ave W and 26th St W and US 301 and 7th St W. that have control beacons. The current contract is for \$16,336.83 and will increase to \$17,480. This will increase revenue by 1,143.17.

Budgeted Amount: \$16,336.83 **Budget Page No(s):** 18 **Available Amount:** \$0.00 **Expenditure Amount:**

Additional Budgetary Information: To increase 307 343 2010 by \$1,143.17 to a new amount of \$17,480

Funding Source(s): FDOT **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:** FDOT

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Approve FDOT Amendment 1; execute and increase budget

Staff Contact: Cheryl A. Miller Finance

Attachments: FDOT Amendment #1 for FY2010/2011

RESOLUTION NO. 09-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, AMENDING RESOLUTION NO. 09-38, WHICH RESOLUTION ADOPTED THE BUDGET FOR FISCAL YEAR 2009-2010, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, from time to time it is necessary to increase or decrease revenues and expenditures in certain accounts, and;

WHEREAS, it is necessary to provide budgetary authorization for the expenditure of these funds;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA:

Section 1: That Revenue Account 307 343 2010, FDOT Signalization Contract for the fiscal year ending September 30, 2010 is increased by One Thousand One Hundred Forty-Three dollars and Seventeen Cents (\$1,143.17) for the additional maintenance of the intersection beacons as noted in the FDOT Signalization Contract – Amendment #1.

Section 2: This Resolution shall become effective immediately upon its passage.

Section 3: All Resolutions and parts of Resolutions in conflict herewith are repealed.

PASSED AND DULY ADOPTED, in regular session, by the City Commission of the City of Palmetto, with a quorum present and voting, this 7th day of December, 2009.

CITY OF PALMETTO, FLORIDA
BY AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

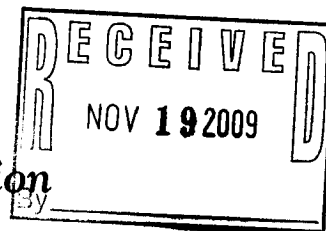
By: _____
SHIRLEY GROOVER BRYANT,
MAYOR

ATTEST: JAMES R. FREEMAN

By: _____
City Clerk



Florida Department of Transportation



CHARLIE CRIST
GOVERNOR

801 North Broadway Avenue
Bartow, Florida 33830

STEPHANIE C. KOPELOUSOS
SECRETARY

November 17, 2009

The Honorable Shirley Groover Bryant
Mayor, City of Palmetto
P.O. Box 1209
Palmetto, FL 34220

RE: Traffic Signal Maintenance and Compensation Agreement, Amendment No. 1

Dear Mayor Groover Bryant:

Currently, the Department of Transportation has been providing partial reimbursement to local governments for traffic signal maintenance. Beginning in Fiscal Year 2010/2011, it has been decided that in addition to full traffic signals, intersection control beacons will be eligible for partial reimbursement. To incorporate intersection control beacons into the reimbursement schedule (Exhibit "A") provided under the terms of the existing Traffic Signal Maintenance and Compensation Agreement between your agency and the department, a formal revision to the terms of the document must be effected, and that is the purpose of this correspondence.

Enclosed are two (2) originals of Amendment No. 1 to the Traffic Signal Maintenance and Compensation Agreement between the department and your agency. Also, enclosed is a preliminary list of the Exhibit "A" for Fiscal Year 2010/2011 which lists full traffic signals and intersection control beacons on the State Highway System according to our records. Please verify the accuracy of the inventory on the enclosed Exhibit "A" for Fiscal Year 2010/2011. Please contact the department immediately with any discrepancies on the Exhibit "A" form.

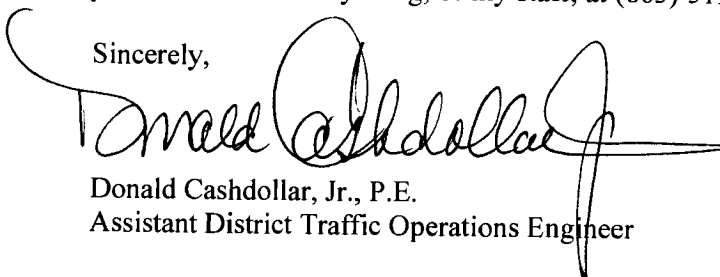
If Amendment No. 1 meets your approval, please type or print the name and title of the person executing the Traffic Signal Maintenance and Compensation Agreement, Amendment No. 1 below the signature line, execute both forms with original signatures and return to:

Florida Department of Transportation
Attn: Tammy King, MS 1-8
801 North Broadway Avenue
Bartow, FL 33830

Please return all executed forms with original signatures to this office no later than January 4, 2010. After the agreement has been executed by the department, a fully executed copy will be sent to your office.

If you have any questions regarding this matter, please contact Tammy King, of my staff, at (863) 519-2517, or me at (863) 519-2553.

Sincerely,



Donald Cashdollar, Jr., P.E.
Assistant District Traffic Operations Engineer

DC:TLK:kg

Enclosures

cc: Allen Tusing, Director of Public Works, City of Palmetto, w/attach

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
Amendment #1

750-010-22A
TRAFFIC OPERATIONS
07/09
Amendment 1
Page 1 of 5

CONTRACT NO. AM979
FINANCIAL PROJECT NO. 413642-1
F.E.I.D. NO. F596000403001

Purpose:

Amend the original TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 adds payment for maintenance and operation of intersection control beacons, beginning with the Department's fiscal year 2010-2011. Currently, traffic signals are compensated for and intersection control beacons are not. This Amendment provides that intersection control beacons will be paid for by the Department to the Maintaining Agency at the rate of 25% of that for full traffic signals. A modified Exhibit B is part of this Amendment and provides the Unit Rates for traffic signals (unchanged) and for intersection control beacons (new). All other provisions of the original Agreement remain unchanged.

Section 1 shall be removed and replaced in its entirety by the Section 1 provided below:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection control beacons, warning beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations and intersection control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

Section 6 shall be removed and replaced in its entirety by the Section 6 provided below:

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the

information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

Section 14 shall be removed and replaced in its entirety by the Section 14 provided below:

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) or intersection control beacon(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Palmetto _____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: L. K. Nandam

Title: _____

Title: Traffic Operations Engineer

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed: _____

Attorney Date

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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 in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Unit Rates per 100% State Intersections

Traffic Signals:		Intersection Control Beacons:
FY 07-08	\$2,400	\$0
08-09	\$2,472	\$0
09-10	\$2,546	\$0
10-11	\$2,622	$0.25 \times \$2,622 = \656
11-12	\$2,701	$0.25 \times \$2,701 = \675
12-13	\$2,782	$0.25 \times \$2,782 = \696

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

EXHIBIT A 2009 / 2010
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2009/2010

Effective Date From: 7/1/2009 To: 6/30/2010

Maintaining Agency: City of Palmetto

Intersection Locations		Compensation (Yes or No)	FDOT FY Unit Rate \$2,546.00	Percent of State (Ex. 25,33,50, 75, or 100)	Total Amount (Unit Rate x Percent)
SR 45/US B 41/8TH AVE W	5TH ST W	Yes	\$2,546.00	50%	\$1,273.00
SR 45/US B 41/8TH AVE W	7TH ST W	Yes	\$2,546.00	50%	\$1,273.00
SR 45/US B 41/8TH AVE W	10TH ST W/SR 43/10TH ST W	Yes	\$2,546.00	75%	\$1,909.50
SR 43 / 10TH ST W	US 41 SB RP# 13130002	Yes	\$2,546.00	100%	\$2,546.00
SR 43 / US 301	US 41 NB RP# 13130003	Yes	\$2,546.00	100%	\$2,546.00
SR 43 / US 301	PALMETTO VILLAGE/WALMART	Yes	\$2,546.00	50%	\$1,273.00
SR 43 / US 301	HABEN BLVD	Yes	\$2,546.00	50%	\$1,273.00
SR 45/US B 41/8TH AVE W	17TH ST W	Yes	\$2,546.00	50%	\$1,273.00
SR 45/US B 41/8TH AVE W	26TH ST W/BAYSHORE RD	No	\$2,546.00	0%	\$0.00
SR 55 / US 41 / US 301	HABEN BLVD / CIVIC CENTER	Yes	\$2,546.00	67%	\$1,697.33
SR 55 / US 41 / US 301	7TH ST W	No	\$2,546.00	0%	\$0.00
SR 55 / US 41	17TH ST E	Yes	\$2,546.00	50%	\$1,273.00
Total Lump Sum					\$16,336.83

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$16,336.83

Shirley D. Brown Bryant 4/28/09
Maintaining Agency Date

Lenet 06/23/09
District Traffic Operations Engineer Date