



Memo

To: Mayor Dowless, Council President Horn
Council Members Lomas, McElroy, Santurri, & Steele

From: Brett Sollazzo, Administrative Project Manager

Date: 8/7/2026

Re: Proposed FDOT Highway Maintenance Agreement – Summary for Council Consideration

Purpose

Staff is requesting Council's consideration of a proposed Highway Maintenance Agreement with the Florida Department of Transportation (FDOT). This memo provides background on what the agreement entails, why staff is recommending it, and the associated pros and cons, to assist Council in deciding whether to move forward. If Council directs staff to proceed, the corresponding resolution and agreement will be provided for review and approval.

What the Agreement Is

This is FDOT's standard Highway Maintenance Agreement, covering rights-of-way, medians, landscaped areas, and certain stormwater infrastructure along the state road corridor within Edgewood (Orange Avenue). I consulted with Attorney Smith regarding the agreement's legal terms. According to Attorney Smith, this is the standard version FDOT offers, with little to no room for negotiation, and it contains no unusual legal provisions specific to Edgewood.

Under the agreement, the City would take over day-to-day maintenance responsibility for these areas from FDOT, in exchange for an annual reimbursement.

Why Staff Is Recommending This

Cities typically enter into these agreements not for financial gain, but to gain local control over maintenance quality and standards. FDOT's own maintenance level for these areas is generally lower than what the City and residents have come to expect.

City Maintenance staff (Jerry and Sande) reviewed the full list of maintenance items FDOT makes available under the agreement and intentionally selected only those they are equipped and comfortable to maintain. For example, they already perform surface-level and basket storm drain cleaning along Orange Avenue, particularly during hurricane season. This agreement would formalize the City's authorization and access to continue that work, rather than relying on FDOT — which generally does not provide that level of service, a gap that could otherwise contribute to flooding along the corridor.

Additionally, vegetation along the corridor has become significantly overgrown in recent summers, generating numerous resident complaints. City Hall Staff has since coordinated with adjacent businesses to voluntarily mow and maintain portions of the medians, which has helped in the interim but is not a permanent solution. This agreement would give the City direct authority to address these conditions proactively going forward.

Pros

- **Local control:** The City can maintain rights-of-way, medians, and stormwater infrastructure to a higher standard than FDOT typically provides.
- **Continuity of existing work:** Formalizes authorization for maintenance the City already performs (e.g., storm drain cleaning on Orange Avenue).
- **Responsiveness:** Allows the City to address resident complaints and issues proactively rather than waiting on FDOT.
- **Annual reimbursement:** FDOT would reimburse the City approximately \$5,320 annually toward maintenance costs.
- **Precedent from other municipalities:** Attorney Smith noted that some cities that discontinued similar agreements saw a decline in maintenance standards once FDOT resumed responsibility, generating resident complaints — and some of those cities are now seeking to re-enter agreements with FDOT.

Cons

- **Liability:** Once the City assumes maintenance responsibility, it also assumes responsibility for maintenance-related claims. If someone is injured due to a maintenance issue within the right-of-way, the City and its insurance would likely be responsible for defending that claim.
- **Indemnification obligation:** If FDOT is named in a lawsuit related to a maintenance issue, the agreement requires the City to defend and indemnify FDOT.
- **Limited negotiability:** As a standard FDOT agreement, there is little flexibility to modify terms to the City's preference.

Legal Review

Attorney Smith reviewed the agreement and did not identify any concerns beyond what is typical and expected for FDOT maintenance agreements of this type.

Recommendation / Next Steps

This is ultimately a policy decision for Council: whether the benefits of improved appearance, local control, and proactive maintenance outweigh the additional liability exposure. Should you have any questions, both Clerk Riffle and Attorney Smith can assist.



Brett Sollazzo
Administrative Project Manager