



Memorandum

Meeting Details: September 10 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park Approval

Background

The purpose of this memorandum is to request Board approval for the City to enter into an agreement with the Florida Department of Transportation (FDOT) for the temporary use of designated areas at Archibald Park and Johns Pass Park as debris staging locations in the event of a hurricane or other emergency that necessitates debris removal activities.

FDOT is seeking permission to utilize portions of Archibald Park and Johns Pass Park (hereinafter referred to as the "Property") for the purpose of staging debris removal equipment and temporarily storing sand, construction, demolition, and vegetative debris. The agreement will allow FDOT to prepare for and respond efficiently to emergency events.

This Agreement specifically excludes the use of the Property for the staging or storage of "white goods," which includes discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and similar appliances. Both properties shall not be used for any other purpose without the prior written consent of the City, which may be granted at the City's sole discretion.

Key Provisions of the Agreement:

1. Use of Property:

- The Property will be used solely for debris staging and storage of permitted materials before and immediately after a qualifying emergency event.
- The agreement applies only when the Property is vacant, and the City is under no obligation to provide alternative locations.

2. Care and Maintenance:

- FDOT will return the Property to its original condition and may not alter the Property without written consent from the City.

- FDOT will be responsible for damages caused during its use of the Property and must complete necessary repairs within 30 days of City notification. If not, the City may perform the repairs and seek reimbursement.
- FDOT is not liable for damages caused by third parties or pre-existing conditions.

3. Entry and Access:

- FDOT will have access to the Property upon reasonable notice.
- FDOT must provide contact information for crews and maintain a list of all personnel and equipment entering the Property. Lists must be made available to the City upon request.
- FDOT personnel must show valid photo identification to gain access.

4. Costs:

- The City may seek reimbursement from FDOT for any documented costs incurred as a direct result of FDOT's use of the Property.

5. Term and Termination:

- The agreement shall remain in effect for one (1) year from the effective date and automatically renew annually unless cancelled in writing by either party.

6. Liability:

- Each party shall be responsible for its own actions and liabilities in accordance with Florida Statutes, including Section 768.28.

7. Notices:

- All required notices shall be provided in writing to designated contacts as outlined in the agreement.

Fiscal Impact

Recommendation(s)

Staff recommends that the Board of Commissioners approve the proposed agreement with FDOT for debris staging at Archibald Park and Johns Pass Park and authorize the City Manager to execute the agreement on behalf of the city.

Attachments

- FDOT Debris Staging Agreement with exhibits