



TUESDAY, AUGUST 11, 2026

CITY COUNCIL MEETING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, August 11, 2026 at 6:30 PM

AGENDA

Welcome! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however, **a five (5) minute limit** has been set by Council. Large groups are asked to name a spokesperson. **Robert's Rules of Order** guide the conduct of the meeting. **Please silence all cellular phones and pagers during the meeting.** Thank you for participating in your City Government.

A. CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

B. ROLL CALL & DETERMINATION OF QUORUM

C. PRESENTATIONS AND PROCLAMATIONS

D. CONSENT AGENDA

Items on the consent agenda are defined as routine in nature, therefore, do not warrant detailed discussion or individual action by the Council. Any member of the Council may remove any item from the consent agenda simply by verbal request prior to consideration of the consent agenda. The removed item(s) are moved to the end of New Business for discussion and consideration.

[1.](#) July 21, 2026 Draft City Council Meeting Minutes

E. ORDINANCES (FIRST READING)

F. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

[1.](#) Resolution 2026-05: FDOT ROW Maintenance Agreement

I. GENERAL INFORMATION

J. CITIZEN COMMENTS

K. BOARDS & COMMITTEES

L. STAFF REPORTS

City Attorney Smith

Police Chief DeSchryver

[1.](#) Chief's Report July 2026

City Clerk Riffle

Code Compliance Officer Zane

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

Council Member Lomas

Council Member McElroy

Council Member Santurri

Council Member Steele

Council President Horn

N. ADJOURNMENT**UPCOMING MEETINGS**

Tuesday, September 1, 2026.....3rd Budget Workshop 6:00 PM (if needed)
Monday, September 14, 2026.....Planning & Zoning Meeting 6:30 PM (TBD)
Tuesday, September 15, 2026.....City Council Meeting & 1st Budget Hearing 6:30 PM
Monday, September 21, 2026.....Final Budget Hearing 6:00 PM

Meeting Records Request

You are welcome to attend and express your opinion. Please be advised that **Section 286.0105**, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made.

Americans with Disabilities Act

In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the **City Clerk at (407) 851-2920**.



CITY COUNCIL MEETING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, July 21, 2026 at 6:30 PM

DRAFT MINUTES

A. CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

Council President Horn called the meeting to order at 6:31 pm. He then asked for a moment of silence and led the Pledge of Allegiance.

B. ROLL CALL & DETERMINATION OF QUORUM

City Clerk Riffle confirmed a quorum with all elected officials present.

Present: Mayor Dowless, Council President Horn, Council President Pro-Tem Lomas, Councilmember McElroy, Councilmember Santurri, Councilmember Steele

Staff: City Clerk Riffle, Deputy Chief Garcia, Corporal Meade, Officer Arellano-Zane, Planner Hardgrove, and Attorney Smith.

Absent: Chief DeSchryver

C. PRESENTATIONS AND PROCLAMATIONS

1. EPD Fleet Presentation

Presentation of the Citizenship Award: Deputy Chief Garcia presented an award to Brett and Jack Barner for their heroic rescue efforts that saved two storm victims on Lake Jessamine. Brett Barner thanked the first responders and expressed sympathy for the family of the boy who could not be saved.

Police Department Fleet Modernization Proposal

- **Current Operational Challenges:** Deputy Chief Garcia and Corporal Meade highlighted rising maintenance costs on aging, out-of-warranty vehicles (e.g., recurring water pump failures on 2019 models). Currently, 13 of 18 fleet vehicles (72.2%) operate without warranty coverage, incurring average maintenance costs of \$4,500/year per vehicle—3.75 times higher than units under warranty (\$1,200/year).
- **Proposed Replacement Plan (Phase 1):** The department proposed procuring 15 new 2026 Ford vehicles using Ford Pro Government Price Concession (GPC) pricing:
 - 1 Ford Expedition Active (Chief)
 - 1 Ford F-250 XLT Diesel 4x4 (Deputy Chief / Heavy Towing)
 - 1 Ford Explorer Active (Mayor)
 - 2 Ford Explorer FPIU Unmarked (CID)

- 10 Ford Explorer FPIU Marked (Patrol)
- **Financial Impact & Operational Savings:** Total initial investment is estimated between \$888,200 and \$918,000 (\$772,000 base cost plus ~\$23,000 per vehicle for upfitting). The investment includes a 5-Year / 100,000-Mile Commercial Powertrain Warranty and is projected to yield \$320,000+ in total 5-year savings (maintenance reduction, fuel efficiency, and reduced downtime), bringing the net operational cost to approximately \$528,000–\$580,000. Mullinax Ford also offered mobile service to eliminate officer travel time to Apopka.
- **Safety & Risk Mitigation:** Features include a projected 30–45% reduction in vehicle liability claims and enhanced officer safety via 75-mph rear crash testing, optional ballistic door panels, and Police Perimeter Alert tech.
- **Council Input:** Council President Horn and Councilmember Steele expressed interest in avoiding another major replacement cycle in five years and requested staff evaluate alternative 3-year versus 5-year depreciation and replacement timelines. Deputy Chief Garcia confirmed staff will review these options with Ford.

D. CONSENT AGENDA

1. June 16, 2026 City Council Meeting Minutes

Council member Lomas made a motion to approve the June 16, 2026, City Council Meeting Minutes as presented; seconded by Councilmember Steele. The motion was approved by voice vote (5/0).

E. ORDINANCES (FIRST READING)

1. Ordinance 2026-05: Fence Scrivener's Error

Attorney Smith read Ordinance 2026-05 in title only.

The proposed ordinance adds wrought iron and powder-coated aluminum designed to mimic wrought iron to that pre-approved list. Wrought iron and powder-coated aluminum designed to mimic wrought iron are recognized in other sections of the City's fence regulations. These materials were inadvertently omitted from the consolidated list of pre-approved permanent fence materials during the last fence regulation update in 2025.

There was no public comment.

Councilmember Lomas made a motion to approve Ordinance 2026-05 as presented; seconded by Councilmember Santurri. The motion was approved by roll call vote (5/0).

Councilmember Lomas	Approve
Councilmember McElroy	Approve
Councilmember Santurri	Approve
Councilmember Steele	Approve
Council President Horn	Approve

2. Ordinance 2026-06: Smoke Shop & Convenience Store Definitions

Planner Hardgrove said there are no definitions in the zoning code for "Convenience Store" and "Tobacco and E-Cigarette/Vape Shops," which is an issue as Tobacco/Vape shops are prohibited within the City. The existing code lacks standards necessary to differentiate them from standard retail, particularly convenience stores, which typically sell tobacco or vaping products as a minor, incidental portion of their inventory. The proposed ordinance amends Chapter 134 to establish measurable definitions based on floor area and product inventory and creates a legally compliant framework to bring pre-existing, nonconforming retail operations into compliance over time.

In response to Councilmember Steele, Attorney Smith said there is an amortization over a year included in the ordinance. If there is a hardship, the ordinance includes the ability for City Council to offer an additional 180 days for the business to come into compliance. He said the purpose of the one-year amortization period is to allow a business to change what they are selling, rather than having to shut down. The Ordinance does not introduce new prohibited uses; vape and smoke shops are already prohibited in the City.

In response to Councilmember McElroy, Attorney Smith said that the Ordinance introduces a metric to differentiate the type of business. Planner Hardgrove added that if a store offers any paraphernalia, it is automatically a smoke shop. Attorney Smith said that "excluding lighters" can be added to the verbiage under Schedule 1 to ensure stores that sell them are not automatically considered a tobacco and vape shop. Discussion ensued related to P&Z's recommendation to add the sale of synthetic and artificial drugs to the qualifications for a tobacco/vape shop, which was added to the proposed ordinance following the P&Z hearing.

Councilmember Santurri made a motion to approve Ordinance 2026-06 with the addition of the verbiage "excluding lighters" to line 89; seconded by Councilmember Lomas. The motion was approved by roll call vote (5/0).

There was no public comment.

Councilmember Steele	Approve
Councilmember Santurri	Approve
Councilmember McElroy	Approve
Councilmember Lomas	Approve
Council President Horn	Approve

3. Ordinance 2026-07: Fire Assessment

Attorney Smith read Ordinance 2026-07 in title only.

The City of Edgewood is proposing Ordinance No. 2026-07, which is the first step to establishing the legislative home-rule authority to create and collect a non-ad valorem fire services assessment. This ordinance itself does *not* set rates or levy a tax; it establishes the legally required statutory framework under Florida law that allows the City to implement a fire assessment in a future budget cycle.

In response to Council President Horn, the first reading does not lock the City on a rate; the rate will be set later in the process.

There was no public comment.

Council President Horn made a motion to approve Ordinance 2026-07; seconded by Councilmember McElroy. The motion was approved by roll call vote (5/0).

Councilmember McElroy	Approve
Councilmember Steele	Approve
Councilmember Lomas	Approve
Councilmember Santurri	Approve
Council President Horn	Approve

4. Ordinance 2026-08: CBA Adoption

Attorney Smith read Ordinance 2026-08 in title only

Mayor Dowless said the negotiations from the Collective Bargaining process (CBA) between the City and the Police Union (PBA) ended in a good, if expensive, product. He said the PBA played "hardball" and Attorney Smith, Chief DeSchryver and DC Garcia all performed an indispensable job.

Councilmember Lomas stated concerns about the buyback for personal time off and said people deserve a vacation. Corporal Meade explained that some officers find it difficult to take time off, so the PBA requested to remove the maximum accrual so that people that do use the PTO will have hours saved for unforeseen circumstances, particularly for medical. Mayor Dowless added that leave requests are approved by the Chief to avoid too many absences at a time. Attorney Smith said 320 hours can be bought back; it is only the accrual that changed.

Attorney Smith stated that there are costs for leave but the buyback did not change. The accrual no longer has a capped amount, but the buyback amount is capped.

Mayor Dowless said that we do not know about the proposed tax initiative yet. The PBA agreed that if it passes, they will freeze the pay scale increases and lock in at that step.

There was no public comment.

Attorney Smith noted that Councilmember Lomas found a typo on page 88 and verbiage should be "there should be a "B or better". That change will be corrected.

Councilmember Lomas made a motion to approve Ordinance 2026-08 with the correction; seconded by Councilmember Santurri. The motion was approved by roll call vote (5/0).

Councilmember Santurri	Approve
Councilmember Steele	Approve
Councilmember Lomas	Approve
Councilmember McElroy	Approve
Council President Horn	Approve

F. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. Tentative Millage FY 2026/2027

Clerk Riffle told the Council that the tentative millage rate can be set higher than the anticipated rate rather than lower as the rate cannot be set higher after it has been submitted to the Orange County Property Appraiser. City Council will have the ability only to keep the tentative rate or lower it at the final budget hearing. The consensus of the Council was not to raise the tentative millage from the current rate.

There was no public comment.

Council President Horn made the following motion: I move to set the City's tentative operating millage rate at 5.25 mills and direct the City Clerk to complete forms DR-420 and DR-420MM-P for formal submission to the Orange County Property Appraiser on or before noon on August 4, 2026. The motion was seconded by Councilmember Lomas and was approved by roll call vote (5/0).

Councilmember Lomas	Approve
Councilmember McElroy	Approve
Councilmember Santurri	Approve
Councilmember Steele	Approve
Council President Horn	Approve

I. GENERAL INFORMATION

J. CITIZEN COMMENTS - There were no Citizen Comments.

K. BOARDS & COMMITTEES

L. STAFF REPORTS**City Attorney Smith**

Attorney Smith said he attended a conference which included information on Artificial Intelligence (AI). He noted the legal complexities of integrating AI with public records law and cautioned staff to use it with discretion. He hoped the legislature will take it up and offer guidance.

Police Chief DeSchryver**1. Chief's Report June 2026**

Deputy Chief Garcia reported a successful, fully compliant annual inventory. The department welcomed new Officer Brian Hoffman.

Corporal Lafan was awarded the Accreditation Officer of the Year. DC Garcia said that he is instrumental to the department keeping its accreditation level.

City Clerk Riffle

Clerk Riffle said that City Hall is working with code enforcement and Planner Hardgrove on landscape in the CRECD corridor.

Due to the primary election date conflict at City Hall, Council unanimously approved moving the August 18, 2026, City Council meeting and budget workshop to August 11, 2026, starting at 5:00 PM.

Council President Horn made a motion to move the City Council meeting from August 18, 2026 at 6:30 pm to August 11, 2026, at 6:30 pm or as soon as possible thereafter; seconded by Councilmember Steele. The motion was approved by voice vote (5/0).

Code Compliance Officer Arellano-Zane

Officer Arellano-Zane is prioritizing commercial landscape compliance and monitoring the influx of roadside signage during the weeks before the election.

In response to Councilmember Lomas, Officer Arellano-Zane said Meineke cannot have the ground sign, but that Brett Sollazzo gave them some options. As of this date there has been no follow up from Meineke.

M. MAYOR AND CITY COUNCIL REPORTS**Mayor Dowless**

Mayor Dowless said he received the bill analysis of the implications from the proposed property tax. with the following approximate reductions in Edgewood's revenue:

Year one: -\$454,000

Year two: -\$857,000

Year three: -\$960,000

Year four: -\$1,79,000

Year 5: -\$1,189,000

Council Member Lomas – no report

Council Member McElroy – no report

Council Member Santurri – no report

Council Member Steele – no report

Council President Horn – no report

N. ADJOURNMENT

Council President Horn made a motion to adjourn the meeting at 7:55 pm.

Richard A. Horn, Council President

Attest:

Sandra Riffle, City Clerk

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 years, 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

EXHIBIT A

RESOLUTION 2026-05

A RESOLUTION OF THE CITY OF EDGEWOOD (THE “CITY”), FLORIDA, AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY (CONTRACT NO. AT834; FINANCIAL PROJECT NO. 458584-1-78-01); AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SAID AGREEMENT AND ANY MUTUALLY AGREED RENEWALS OR SUPPLEMENTAL AGREEMENTS THERETO; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (“FDOT” or the “Department”) has constructed and maintains portions of the State Highway System located within or adjacent to the corporate limits of the City of Edgewood, Florida (the “City”); and

WHEREAS, FDOT has proposed a Highway Maintenance Memorandum of Agreement, Contract No. AT834, Financial Project No. 458584-1-78-01 (the “Agreement”), pursuant to which the City would perform routine roadside maintenance activities within the right-of-way limits described in Exhibit B to the Agreement, in exchange for compensation from FDOT in the amount of \$1,330.00 per quarter (\$5,320.00 annually); and

WHEREAS, the City Council finds that entry into the Agreement serves a municipal and public purpose by ensuring the attractive and functional maintenance of State Highway System rights-of-way within the City; and

WHEREAS, the Agreement has an initial term of three (3) years from the effective date of FDOT’s Notice to Proceed and may be renewed for one additional term not to exceed three (3) years, subject to mutual written agreement of the parties; and

WHEREAS, the City Council desires to authorize the Mayor or designee to execute the Agreement on behalf of the City, and to authorize such further administrative actions as are necessary to implement and carry out the Agreement, including any mutually agreed renewals and supplemental agreements consistent with its terms;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA:

SECTION ONE. Authorization to Execute. That the Mayor or designee is hereby authorized to execute, on behalf of the City, that certain “Memorandum of Agreement – Highway Maintenance, Contract No. AT834, Financial Project No. 458584-1-78-01,” between the City and the Florida Department of Transportation, together with any mutually agreed upon renewals and supplemental agreements thereto, a copy of which Agreement is attached hereto and incorporated herein by reference.

SECTION TWO. Implementing Administrative Actions. That the Mayor, and City Clerk, or their respective designees, are hereby authorized to take all administrative actions reasonably necessary to implement and carry out this Resolution and the Agreement, including but not limited to execution of renewals, supplemental agreements, notices, invoices, and correspondence consistent with the terms of the Agreement, and to designate a point of contact for purposes of the Agreement.

SECTION THREE. Severability. That if any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity.

SECTION FOUR. Effective Date. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 11th day of August, 2026.

John Dowless, Mayor

ATTEST:

Sandra Riffle, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Drew Smith, City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED PURDUE, P.E.
SECRETARY

Date: July 22, 2026

Brett Sollazzo
City of Edgewood
405 Bagshaw Wy
Orlando, Florida 32809
bsollazzo@edgewood-fl.gov

RE: Maintenance Memorandum of Agreement (MOA)
New Contract No.: AT834
County: Orange
Financial Project No.: 485584-1-78-01

Dear Mr. Sollazzo:

The new Agreement is provided with this letter. Please adopt a Resolution which officially recognizes the MOA and authorizes who may execute it on behalf of the City of Edgewood. A sample Resolution is included. Please complete the City's signature block on page 8 and do not fill in the date on page 1.

Please email the signed MOA and Resolution to me by 08/12/2026 to assure that it is fully executed in a timely manner. Paper copies are no longer accepted. If you have any questions, please contact me at (321) 319-8124.

Sincerely,

DocuSigned by:

Daniel Riera Carbo

0BE1D44BE3F84E9...

Daniel Riera Carbo
Maintenance Manager

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

Section H, Item 1.

CONTRACT NO.: AT834

FINANCIAL PROJECT NO.: 458584-1-78-01

This AGREEMENT, entered this _____ day of _____, 2026, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Edgewood, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadways, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT**'s right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part here
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$1,330.00 per quarter, equating to \$5,320.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Daniel Riera Carbo . Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

- 2) Either party may terminate this Agreement at any time by providing the other party with at (30) days' written notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

- a) For the **DEPARTMENT**:

Title: Project Manager

Name: Daniel Riera Carbo

Address: 420 West Landstreet Road, Orlando, Florida, 32824

Telephone: 321-319-8124

Email: daniel.rieracarbo@dot.state.fl.us

- b) For the **LOCAL GOVERNMENT**:

Title: Administrative Project Manager

Name: Brett Sollazzo

Address: 405 Bagshaw Way, Orlando, Florida, 32809

Telephone: 407-851-2920

Email: bsollazzo@edgewood-fl.gov

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect, and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written

approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subsequent amendments the same obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

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

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Kristen M. Webb, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Section H, Item 1.

Resolution, following on next page.

Section H, Item 1.

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
75040-000	527	Hansel Ave. from Mary Jess Rd. (M.P. 9.737) to Orange Ave. (M.P. 10.024)	0.287 miles
75040-000	527	S. Orange Ave. from Mandalay Rd. (M.P. 10.031) to Kelsey Rd. (M.P. 11.033)	1.002 miles
75040-101	527	S. Orange Ave. from Mandalay Rd. (M.P. 0.000) to Mary Jess Rd. (M.P. 0.277)	0.277 miles

EXHIBIT C**MAINTENANCE ACTIVITIES:**

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☒	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☐	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☐	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☒	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☐	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.
☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.

☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☐	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
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Edgewood Police Department City Council Report July 2026

Incident Type	June	July
Assault/Battery	0	3
Auto Burglaries	1	1
Code Compliance Reports	6	12
Commercial Burglaries	0	0
DUI Arrests	1	0
Felony Arrests	4	0
Homicides	0	0
Misdemeanor Arrests	0	7
Residential Burglaries	0	0
Robbery	0	0
Sexual Battery	0	0
Theft	3	2
Traffic Accident	12	11
Traffic Arrests	1	7
Traffic Citations	145	228
Traffic Warnings	141	133
Warrant Arrests	1	0

Department Highlights:

- Chief and Deputy Chief attended the Florida Police Chiefs Conference at Shingle Creek
- Chief spoke at the Small and Rural Law Enforcement Executives Association Conference
- July 24 – Detective Crock’s last work day
- Active assailant training at Winter Park
- Received new car with an updated agency logo package