



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, April 02, 2025 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **APPROVAL OF THE AGENDA**
5. **PROCLAMATIONS - Mayor**

A. 56th Annual Professional Municipal Clerks Week; May 4-10, 2025

6. **PRESENTATIONS (limited to 10 minutes each)**
7. **PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.

For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing, including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.

8. **APPROVAL OF THE MINUTES**

[A.](#) 03-12-2025, BOC Regular Meeting Minutes

9. CONSENT AGENDA

Any member of the Board of Commissioners can ask to pull a consent item for separate discussion and vote.

10. PUBLIC HEARINGS

[A.](#) Ordinance 2025-01, New Personnel Policy - 2nd Reading & Public Hearing

[B.](#) Ordinance 2025-02, Amendment to Civil Service Commission Duties and Responsibilities - 2nd Reading & Public Hearing

[C.](#) Ordinance 2025-03, Post Termination Hearings; Hearing Officer - 2nd Reading & Public Hearing

[D.](#) Ordinance 2025-09: Districts, 2nd Reading and Public Hearing

[E.](#) Ordinance 2025-10: Accessory Structures, 2nd Reading and Public Hearing

[F.](#) Ordinance 2025-11: Alcoholic Beverages, 2nd Reading and Public Hearing

[G.](#) Ordinance 2025-12, Amendment to the Fees and Collection Procedure Manual - 2nd Reading and Public Hearing

11. UNFINISHED BUSINESS

12. CONTRACTS/AGREEMENTS

[A.](#) Automated Side Load Garbage Truck Lease Agreement

[B.](#) Public Works / Satellite Building Change Order

13. NEW BUSINESS

14. AGENDA SETTING - 6 PM, APRIL 16, 2025 BOC WORKSHOP (BOC Budget Workshop @ 4 PM)

A. Master Plan

B. 2025 Local Mitigation Strategy

C. RFP No. 25-05, Area 3 Drainage & Roadway Improvements

15. REPORTS/CORRESPONDENCE

[A.](#) Board of Commissioners - 2025 BOC Meeting Schedule

B. Board of Commissioners Meetings Report - January 1, 2025 - March 31, 2025

C. City Attorney

D. City Clerk Report - April 2025

E. City Manager

16. ADJOURNMENT

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.

Proclamation

56TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 4 - 10, 2025

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Anne-Marie Brooks, Mayor of City of Madeira Beach, do Recognize the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Clara VanBlargan, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this _____ day of _____, 2025

Mayor Anne-Marie Brooks

Attest: _____
City Clerk Clara VanBlargan

HISTORY OF THE MUNICIPAL CLERK

EARLY BEGINNINGS

The Municipal Clerk is the oldest of public servants in local government, along with the tax collector. The profession traces back before Biblical times. For example, the modern Hebrew translation of Town Clerk is "Mazkir Ha'ir" which literally translated, means city or town "Reminder:' The early keepers of archives were often called "Remembrancers:' and before writing came into use, their memory served as the public record.

Ancient Greece had a city secretary who read official documents publicly. At the opening of a meeting, one of his first duties was to decree a curse upon anyone who should seek to deceive the people.

St. Paul and his followers during his missionary work in Persia (now Western Turkey) owed their safety to the action of a town clerk. As related in Acts 19:22-41, written in A.D. 58, the artisans of Ephesus who made the idols of the time, feared the effect of Paul's missionary work on their trade. They incited a mob to seize two of Paul's followers. The town clerk, however, spoke out against this action and insisted that charges laid against these men had to be settled in the proper manner and before the proper authorities. There was no justification for riotous conduct. With that, he dispersed the crowd.

Reportedly, the regency line of France descends from the office of the Clerk! According to James Bryce in his book "The Holy Roman Empire," there is a direct link between the position of Mayor of the Palace, a clerical post created by the Merovingian Kings of France, and all subsequent Kings of France.

In the eighth century, the Frankish Kings of France depended on the Mayor of the Palace to perform all manner of clerical and administrative tasks for the King including collecting taxes and fees, publishing documents, keeping state records and assisting in the enforcement of the King's justice.

In 751, the Merovingian King, Childeric, was deposed and his assistant, Pippin, the Mayor of the Palace, became not only the monarch of France but was simultaneously created a Patrician of Rome by Pope Gregory the Third. Pippin was, in turn, father of the great Charlemagne, the first Holy Roman Emperor and founder of the Carolingian Dynasty of Europe on High, which in successive generations, produced the Kings of France, as well as the Emperors of Germany and Austria.

DEVELOPMENT IN ENGLAND

The title "Clerk" as we know it developed from the Latin clericus. During the Middle Ages, when scholarship and writing were limited to the clergy, clerk came to mean a scholar, especially one who could read, write, and thus serve as notary, secretary, accountant and recorder.

In ancient England, the township (surrounded by its hedge or "tun") and the borough (an outpost fortified with a wall) developed a strong system of democratic local government. And one of the first officials these freemen elected was the "Clarke."

The beginning of the office of city clerk in England can be traced back to 1272 A.D. in the history of the Corporation of Old London. The "Remembrancer" was called upon to remind the councilors (members of the council) what had transpired at their previous meetings, since the meeting of the early councils were not recorded in written minutes.

In 1354, the Mayor of Nottingham appointed the Clarke and provided for his remuneration. In 1439, Symkyn Birches was awarded the office of "Toun Clerk" in another community for the rest of his life. In 1477 Thomas Carton, a town clerk, was the first English printer, and served as diplomat for the King. In 1485, Nicholas Lancaster, the Clarke, became Mayor of York.

In the 1500's in England, there were not only the "Town Clarke" but also the "Clerc Comptroller of the King's Honorable Household. In 1603, there was a "Clarke General of the Armie." Indeed, King Henry the Eighth had a "Clarke of the Spicery" and King Charles had his "Clarke of the Robes."

Perhaps the strongest statement of the unique position occupied by the Municipal Clerk is by an English Court in the Middle Ages ruling in the case, Hurle-Hobbs ex parte Riley and another. Concerning this case, Chief Justice Lord Caldecote, observed:

"The office of town clerk is an important part of the machinery of local government. He may be said to stand between the local Council and the ratepayers. He is there to assist by his advice and action the conduct of public affairs in the borough and, if there is a disposition on the part of the council, still more on the part of any member of the council, to ride roughshod over his opinions, the question must at once arise as to whether it is not his duty forthwith to resign his office or, at any rate, to do what he thinks right and await the consequences."

COLONIAL DEVELOPMENT

When the early colonists came to America they set up forms of local government to which they had been accustomed, and the office of clerk was one of the first to be established. When the colonists first settled in Plymouth, Massachusetts, they quickly appointed a person to act as recorder. That person kept all the vital records for birth, marriages and deaths for the church, as well as various other records of appointments, deeds, meetings, and the election of officers at the annual town meeting.

Indeed, in Massachusetts, the town clerk was one of the earliest offices established in colonial towns. The settlers were well aware of the importance of keeping accurate written records of their agreements and actions including grants of land, regulations governing animals, the collection of taxes and the expenditure of town funds.

The person given the responsibility for recording these orders was also often given other duties, such as sweeping the meeting-house and selling the seats, ringing the bell, and paying the bounty for jays and blackbirds whose heads were presented to him by the citizens. By the middle of the

17th century, the title town clerk appears in town records and this title has continued to the present.

One of the earliest statutory duties imposed by the Massachusetts General Court on town clerks was recording births, deaths and marriages. Since that time, the General Court has formalized by statute many of the duties first delegated by vote of the town and has added others. By 1692, the town clerk was required to enter and record divisions of land and orders of the selectmen as well as all town votes, orders and grants. Warrants directed to the constable for the collection of taxes were to be signed by the assessors or the town clerk. Between 1742 and 1756, the General Court made the town clerk responsible for maintaining a list showing each inhabitant's property value and for producing it, if necessary, to substantiate a person's voting rights. The town clerk was required to administer and record the oath of office taken by town officials. By 1776, the town clerk was empowered to call town meetings to elect selectmen if a majority of the selectmen had moved from the town or were absent in the service of the country.

The office of town clerk of Wethersfield, Connecticut, was established in 1639 and that person was to "keep a record of every man's house and land," and to present "a fairly written" copy of such to every General Court to be recorded by the secretary of the colony. In the first municipal election in New York City in 1689, the offices of Sheriff, Mayor and City Clerk were on the ballot.

The Puritan town of Woodstock, Massachusetts, appointed a town clerk in 1693 to record deeds and mortgages and to record the books. Because the town's people wanted to keep him on a permanent basis, he was given 20 acres of land and a fee of 12 pence for each town meeting plus 6 pence for each grant filed. The Town Clerk of Middleboro, Mass., on the other hand was compensated with "one load of fish taken at the herring-weir and delivered to his house." Three centuries later, one of his seventh-great-grandchildren is serving as City Recorder of the city of Newport, Oregon.

SUMMARY

Over the years, Municipal Clerks have become the hub of government, the direct link between the inhabitants of their community and their government. The Clerk is the historian of the community, for the entire recorded history of the town (city) and its people is in his or her care.

The eminent political scientist, Professor William Bennett Munro, writing in one of the first textbooks on municipal administration (1934), stated:

"No other office in municipal service has so many contracts. It serves the mayor, the city council, the city manager (when there is one), and all administrative departments without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

These words, written more than 80 years ago, are even more appropriate today.



MINUTES
BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 12, 2025
6:00 p.m.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on March 12, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
David Tagliarini, Vice Mayor/Commissioner District 1
Ray Kerr, Commissioner District 2
Eddie McGeehen, Commissioner District 3
Housh Ghovae, Commissioner District 4

MEMBERS ABSENT: None.

CHARTER OFFICERS PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Andrew Laflin, Finance Director/City Treasurer
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney Tom Trask gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

4. INDUCTION INTO OFFICE

A. Mayor – Anne-Marie Brooks

City Clerk Clara VanBlargan administered the Oath of Office to Mayor Anne-Marie Brooks.

B. Commissioner District 3 – Eddie McGeehen

City Clerk Clara VanBlargan administered the Oath of Office to District 3 Commissioner Eddie McGeehen.

C. Commissioner District 4 – Housh Ghovae

City Clerk Clara VanBlargan administered the Oath of Office to District 4 Commissioner Housh Ghovae.

Following the Oath of Office, Mayor Brooks, Commissioner McGeehen, and Commissioner Ghovae commented, expressing their appreciation and loyalty to the community and its importance. They thanked the citizens for their new term on the Board of Commissioners.

5. APPOINTMENT OF VICE MAYOR

A. Appointment of Vice Mayor – 1-Year Term

City Attorney Tom Trask read the City Charter Section 4.4, Vice Mayor. He said they would need to nominate a Commissioner to serve a one-year term as Vice Mayor and approve it by motion.

Commissioner Ghovae motioned to appoint Commissioner Kerr as Vice Mayor. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Tagliarini	"YES"
Commissioner Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

6. ROLL CALL

City Clerk Clara VanBlargan called the Roll of the new Board of Commissioners.

ROLL CALL:

Mayor Brooks	"YES"
Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"

Commissioner Ghovae "YES"

7. APPROVAL OF THE AGENDA

Vice Mayor Kerr motioned to approve the agenda. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

8. PROCLAMATIONS

There were no proclamations.

9. PRESENTATIONS

There were no presentations.

10. PUBLIC COMMENT

Chuck Dillion, 529 Lillian Drive, Madeira Beach, wanted everyone to know that permitting fees were not completely free. He said the City does inspections twice weekly for new construction, and with all the new construction going on in the City and all the fees that are being collected, he asked if they could do inspections three days a week instead of two.

Helen Price, 13319 Boca Ciega Drive, Madeira Beach Gulf Beaches Public Library Board member, congratulated the Mayor and District Commissioners 3 & 4 on their new term. She said the library is back open, they did not suffer a lot of damage, and she told them about the upcoming events. The library is still on budget despite the recent hurricanes. They were able to fully fund their insurance for the library. According to the library's Interlocal Agreement, their budget is due to the Board of Commissioners in April. She asked for a 60-day extension because the other towns were not ready to do the budget due to the hurricanes. Their brick sale is on the Library website if anyone would like to purchase one and have their name put on it. She responded to questions and comments from the Board.

Rick Morales of the Small Business Association (SBA) discussed their loan funding assistance program for those whose properties were damaged by the hurricanes. The deadline to apply for funding assistance has been extended to April 27, 2025.

11. APPROVAL OF MINUTES

- A. 2025-02-12, BOC Regular Meeting Minutes**
- B. 2025-02-26, BOC Special Meeting Minutes**
- C. 2025-02-26, BOC Joint Workshop with Civil Service Commission Meeting Minutes**
- D. 2025-02-26, BOC Regular Workshop Meeting Minutes**

Commissioner Ghovae motioned to approve the meeting minutes as written. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

12. CONSENT AGENDA

There were no consent agenda items.

13. PUBLIC HEARINGS

City Attorney Tom Trask said the first three ordinances, Ordinance 2025-01, Ordinance 2025-02, and Ordinance 2025-03, were discussed at the joint workshop on February 26, 2025. His partner, Rob Eschenfelder, was there to discuss those.

A. Ordinance 2025-01, New Personnel Policy – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-01 by title only:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Tagliarini asked for confirmation that the personnel manual was the most recent version recommended by the Civil Service Commission. The City Attorney said it was the same as at the workshop meeting. There were no changes.

Mayor Brooks said she asked questions at the workshop meeting but did not clearly understand
March 12, 2025, BOC Regular Meeting Minutes

some answers. One question asked at the workshop was whether the Civil Service Commission had implemented the staff's recommendations into the handbook. She was under the impression that had happened. After going through the manual and speaking to employees, there are four things she would like to discuss before they vote on it:

1. IV. Pay, Hours of Work and Workweek, 4. On-Call Status, Paragraph a.(p. 73 of packet) - "Exempt employees are ineligible for on-call status."

Mayor Brooks asked why they wanted to exempt them from on-call status when exempt employees are always on call. It did not say that in the old handbook.

The City Manager said the purpose of the on-call is for employees who are scheduled to respond after hours any day and time of the week. The on-call people would be non-salaried personnel. Mayor Brooks said it made no sense to exempt the salaried and exempt employees from being on call when they are always on call.

Vice Mayor Kerr asked if it was about overtime. The Mayor said it does not say that, which can be misleading. It was an issue with staff because it was not clarified.

Commissioner Tagliarini said it states that on-call hours for non-exempt employees are eligible for overtime. The Mayor said the other says exempt personnel. If it is about money, it should say that exempt employees do not get overtime. The way it reads does not make sense.

Commissioner Tagliarini suggested changing 4. a. to say, "Exempt employees are ineligible for overtime." They are always on call.

Vice Mayor Kerr said salaried employees are expected to work as needed to accomplish their assigned duties, exempting them from overtime and additional compensation. The Mayor said it does not say that. It says that exempt employees are exempt from on-call status. The exempt employees working for the City are on call all the time. If it is confusing for staff, it needs to be fixed. If it is a monetary issue, it needs to be added.

Commissioner Tagliarini asked if they could approve the ordinance with a change in item 4. a. The City Attorney said Mayor Brooks has other items to address. His advice would be to adopt the ordinance as it is. Before the second reading, they will come back with some language that may be acceptable for the Board's consideration and approval and to address the particular items by whoever. The suggested language for 4. a. is, "Exempt employees are ineligible for overtime." The Mayor said if that is the intent of their writing, it should be made clear. The City Manager said the exempt employees typically do not serve as on-call; exempt employees work as many hours as necessary to complete the tasks.

2. VI. Holidays. 14. Floating Holidays - Paragraph a (p. 86 of the agenda packet) – "Floating holidays are to be taken during the year in which they are awarded. Failure to use available floating holidays by the end of the calendar year will result in those days being lost."

Mayor Brooks said that should be the fiscal year and not calendar year. The City does everything based on a fiscal year, so why would they designate holidays outside a fiscal year?

3. VII. Leaves of Absence. A. Vacation Leave; Maternity/Paternity Leave, Paragraph 3, first sentence (p. 87 of packet) - “Accumulated vacation leave will be tracked by payroll. Employees who do not use their vacation leave by the end of the calendar year shall forfeit their remaining unused leave.”

Mayor Brooks said it should also be the fiscal year, not the calendar year. According to the sentence, if she were an employee, she would have lost all her vacation leave if she had not taken it by the end of the year; however, Paragraph 3 conflicts with the graph below it. The graph gives a minimum and maximum accrual in vacation leave time allowed. That lets you know you can accrue only to the maximum. Anything over that would be lost if not taken by the end of the year. Paragraph 3 should have language to reference that a maximum accrued hours is allowed to agree with the graph.

Commissioner Kerr said he understands the desire to put everything in a fiscal bucket but does not know if employees would think of it that way. They would think more about the calendar year. Everything else is written to the calendar year. It should stay calendar year. He agrees that the paragraph's language should be changed to agree with the graph. They can bank the leave to the maximum. The Mayor said they added some verbiage, making it appear that they will lose it if they do not use it. The Vice Mayor said the section should be amended with the exception to the banked hours shown in the graph.

Mayor Brooks said the language below the graph stating that the vacation leave must be used by December 31st of each year should be removed.

4. XXI. Professional Development. 4. The following policies apply to costs related to degree programs and no-degree courses, Paragraph b. Degree Programs, first sentence (p. 171 of packet) - “Tuition may be reimbursed at a level not to exceed 80% of the prevailing in-state resident University of South Florida rate.”

Mayor Brooks said they talked about it, but after speaking to staff, her opinion changed. The City has always given 100% of tuition based on USF tuition, and if they passed. They have to commit upon graduation that they will work for the City for one year. She would like to propose that they keep it at 100% and require a three-year commitment. In speaking with some of the employees who are participating in the degree program or want to participate in the degree program, they do not make a high salary. They are a municipality and need support for the employees. At 100%, they may still be taking classes at a college where the tuition is higher than what USF charges. They would not necessarily be able to afford college if they only received a reimbursement of 80%. They do not have a lot of employees who participate in the program. They do not have much to pay in salary to many of the employees, so they give it back to who they are as a City, the culture in their City,

and their benefits. A hundred percent give back to someone who makes the grades and commits to three years to the City. Although she hopes that many of their staff will stay with the City for a very long time, it would be fair trade for them to support their staff in educating themselves. Staff members cannot take classes to become horticulturists if they work in the planning department. However, if they work in the recreation department and assist other departments and would like to further their career in that department, whether it be as a fireman, a planner, or in the City Clerk's office where they are assisting, they would be educating themselves in a role for the City.

Commissioner Tagliarini said they would be taking a course related to them as a city employee. The Mayor said the tradeoff is three years. Commissioner Tagliarini said he agreed with the 100% and the three-year commitment.

Vice Mayor Kerr asked for a summary of the change. Mayor Brooks said it would be 100% tuition reimbursement with a three-year commitment to the City upon graduation. Vice Mayor Kerr agreed. Commissioner McGeehen agreed with a "C" or better grade.

Commissioner Ghovae said they would need a raise after graduating and asked how they would determine how much. The City Attorney said the particular section they are talking about is tuition reimbursement.

Vice Mayor Kerr asked what would happen if the person got their college degree and did not stay the three years. The Mayor said they would have to pay the tuition back.

The City Attorney said the changes would be brought back in redline and strike out so they would see them. If the changes are acceptable on the second reading, they will be adopted as amended.

Commissioner Tagliarini said he had no problem with the Mayor's four items.

Commissioner Tagliarini motioned to approve Ordinance 2025-01, New Personnel Policy, after 1st Reading and Public Hearing. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

B. Ordinance 2025-02, Amendment to Civil Service Commission Duties and Responsibilities – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-02 by title only:

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said the ordinance was discussed at the workshop on February 26, 2025, and has not been changed since then.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Tagliarini said he went over the ordinance. It is exactly as they recommended.

Commissioner McGeehen motioned to approve Ordinance 2025-02, Amendment to Civil Service Commission Duties and Responsibilities, after 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

C. Ordinance 2025-03, Post Termination Hearings, Hearing Officer – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-03 by title only:

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said the ordinance was discussed at the workshop on February 26, 2025, and has not been changed since then.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Tagliarini said, based on their workshop discussion and having discussed it with the Chair, he supports it.

Commissioner Tagliarini motioned to approve Ordinance 2025-03, Post Termination Hearings, Hearing Officer, after the 1st Reading and Public Hearing. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

D. Ordinance 2025-04, Planned Development – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-04 by title only:

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said it is the second and final reading of Ordinance 2025-04.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner McGeehen said he would like the words "commercial core" removed from the last paragraph in Section 110-387, Permitted uses and dimensional regulations, third paragraph (p. 248 of packet):

"PD developments located in the Traditional Village, **Commercial Core**, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D - John's Pass Village Activity Center Development Standards."

Commissioner McGeehen said removing that language gives the City more flexibility when negotiating with developers. As they are aware, their revenue has decreased dramatically. They also need to think outside the box and find ways to create revenue. It will help them talk directly with the developers to see what the City and the developers can get from it. He agreed with Ordinance 2025-04 as long as "commercial core" is removed from the wordage. Commissioner Ghovae said it made sense.

Commissioner Tagliarini said they put a lot of time and energy into the activity center designation. A PD should not be necessary, which he thought they were trying to get around. A developer still has the flexibility to build something profitable and good for the City. He would not support the change.

Vice Mayor Kerr said he would like to see it as written.

Commissioner Ghovae said they can add flexibility for developers. A PD is flexible for both the developer and the City. The Board will be able to determine what it wants. A PD means they can bring whatever it is before the Board, and the Board does not have to approve it.

Commissioner McGeehen said they also want to reduce their millage rate in the future. They have to create revenue to develop and lower their taxes. Mayor Brooks said he is only asking to remove the commercial core, the commercial area of John's Pass that has the opportunity to build something.

Mayor Brooks said she would support removing the commercial core to allow them to decide what they want to build and what they want to see in that commercial area. They have placed many constraints on what is required, from the step-backs to architecture. There are many requirements, and regardless of what they may have looked at, they have already set in place and started the process for the rules to be followed to keep the look of John's Pass fishing village they all agreed on. Commissioner McGeehen said they still have conditions. They will not lose the character of John's Pass.

Vice Mayor Kerr said future boards could change it. The Mayor said they could not change the design intent because they ensured it was there. Vice Mayor Kerr said future Boards could overturn anything the Board voted to do.

Mayor Brooks said the paragraph with the commercial core language was just added. It was not included in prior discussions before the first reading vote. She understands what they are trying to do, but John's Pass's commercial core is a different area. No planned development would come to the Board until it has exhausted time in the Community Development Department. They will hammer out the very best deal for the City. Any developer who wants to develop in the City will try to hammer out the best deal for themselves. They should do that because that is what they do for a living and for what they are in. The City should not leave anything on the table that can benefit the City. That job starts in the Community Development Department. It then goes to the Planning Commission before it goes to the Board of Commissioners after many meetings.

Vice Mayor Kerr asked if they could have planned development in other parts of the City. The Mayor said this is specific to John's Pass Village Activity Center. They cannot exceed the height limits prescribed in Appendix D, John's Pass Village Activity Center Development Standards. Commissioner McGeehen is suggesting removing the commercial core district only. They still could not get a planned development higher than the height limits described in the John's Pass Activity Center.

Commissioner Tagliarini said the commercial core could exceed the height limits. The Mayor said it could be negotiated and built according to a design that the Planning Department and the Board agreed upon.

Commissioner Tagliarini asked if it would mean that a developer could increase the units per acre of a structure to a higher unit per acre. Community Development Director Jenny Rowan said no, they would have to adhere to the density and intensity requirements.

Commissioner Tagliarini said the ordinance allows flexibility and building height, provided the development is compatible with the surrounding neighborhood (Sec. 110-387, Permitted uses and dimensional regulations, paragraph 2 (p. 248 of packet)). He asked who would make the decisions regarding compatibility. Director Rowan said it would go to the Board of Commissioners to determine that based on where the development would be.

Commissioner Tagliarini said the ordinance says that the PD report and the preliminary development plan must not conflict with the public interest and must promote public health, safety, and welfare (Sec. 110-391, Review by local planning agency, paragraph (4) (p. 251 of packet)). Does it mean that if they hold several town meetings and the vast majority of attendees do not approve the plan, the City will not accept and approve it? Will they be beholden to the residents if there is a majority? Director Rowan said it would be addressed at the neighborhood meetings, which must be recorded and transcribed. That is given to the Planning Commission and the Board of Commissioners to be discussed at the public meetings. Usually, they will see some variation based on the neighborhood meetings.

Commissioner Tagliarini said the ordinance says that an applicant must hold a neighborhood meeting with property owners within 300 feet of the proposed development before the LPA considers the application (Sec. 110-392. Neighborhood information meeting, paragraph (1), Notification (p. 251 of packet)). He asked if that could be increased to the entire City so everyone

would get the notice because the entire City visits and uses John's Pass Village. The Mayor said the entire City is always invited to attend every meeting to speak regardless of where they live.

Commissioner Tagliarini asked if they could be an affected party if they were not within the 300-foot radius. The City Attorney said that was not the case if they were outside the 300-foot mark they use as the basis. The farther away from the property, the less likely it is to be considered an affected party.

Commissioner Tagliarini said it is an important part of our City, and he would like to see more people have the potential to state a case for or against it. The Mayor said they do not have to be an affected party to come to the neighborhood workshops and speak. They need not be an affected party at a Board of Commissioners workshop, when they have public hearings on the ordinances, or at a Planning Commission meeting. It would be wonderful if more people came and gave their opinions.

Commissioner Tagliarini said they get a letter if it is within 300 feet. The City Manager said they would not be prohibited from sending a letter notifying all residents of the meeting. It would be an additional cost, but it does not happen that often.

Commissioner Ghovae asked if they could change the 300-foot requirement to 500 feet. The City Attorney said they could. Commissioner Tagliarini said he would like everyone to be notified because it affects everyone whether for or against.

Commissioner Tagliarini said the ordinance says that outdoor storage and materials shall be prohibited, which is lined through (Sec. 110-393. Review by board of commissioners, paragraph (9), (p. 253)). He asked why that was lined through. Commissioner Ghovae said it would mean that the Board of Commissioners would have to approve #9 to occur.

Commissioner Tagliarini said the ordinance says that the use or employment of any of the following is generally considered inappropriate and will not be permitted unless appropriately integrated into a project meeting all other criteria, including aesthetic criteria, of this article (Sec. 110-393. Review by board of commissioners, paragraph (7) at the bottom of p. 253 of the agenda packet). Paragraph (c) below says, "Primary colors or black; and." He asked if the word "and" at the end there was a typo. The City Attorney said it was not a typo. It refers to (c) and what is stated in (d).

Commissioner Tagliarini said he felt all his questions had been satisfactorily answered, but he would not support removing the commercial core from the ordinance.

Vice Mayor Kerr said they would have to strike out the entire paragraph or not strike out anything. Director Rowan said they could do either. Commissioner Kerr said the whole idea of a PD is not to comply with current zoning. He has a problem picking a certain spot within the Village. The entire paragraph needs to stand or not stand.

Director Rowan showed the areas of the commercial core on the PowerPoint slides.

Community Development Long Range Planner Andrew Morris showed how they use the radius search and generate the addresses on the Pinellas County Property Appraiser's website for those within a certain foot in the City of Madeira Beach to mail the notices to.

Commissioner Tagliarini said he would follow the City Manager's suggestion that they send notices to everyone in Madeira Beach regardless of their address. There is nothing that says they cannot send a letter to everyone. They may not all be affected parties, but at least they all get a letter. His only sticking point is the commercial core change.

Commissioner McGeehen asked how many residents were in the commercial core of John's Pass. Mr. Morris said it is not that many. To get some of those residential areas, like on 129th or along the beachside, they would probably have to do a radius of 500 to 1,000 feet. Commissioner McGeehen said it was different from the traditional village or some other areas regarding residents. Mr. Morris said he thinks that 1,000 feet would be a fair compromise. That would cover the entire activity center, including all nearby residential areas. Anyone further away would not be affected by it, but those within 1,000 feet would be a fair compromise.

The City Attorney, referencing a 1972 case, Renard v. Dade County, said the more people you throw into the pot, the more people to be considered having standing or affected party, the more people to stand at the podium before the Board and have the ability to ask questions and cross-examinations and so forth. It would be very difficult if they had 300 affected property owners standing at the dais. It does not mean that they cannot stand there and state their position or thoughts on the particular matter, but it allows them to cross-examine witnesses and bring in experts. It would make it very, very difficult. He would recommend against having a huge perimeter of more than 500 feet.

Director Rowan said they also have to consider other PDs, not just those in the John's Pass Village area. The Mayor said it would affect them City-wide.

Mayor Brooks said the original conversation was about removing the commercial core. She summarized that Commissioner McGeehen had suggested removing the commercial core. Vice Mayor Kerr had said it would be his opinion to remove the entire paragraph, all or none. Commissioner Tagliarini had said he was good with 300 feet. She would favor doing the mailers, which is a fantastic idea to get more people involved and understand.

Mayor Brooks asked whether the consensus was removing the commercial core or the entire paragraph. She could go either way. She is not advocating for a PD but sees them as an opportunity for the City to have some real say in a building that gets built. She is for the opportunity for the City to negotiate with anyone who wants to build something in their City for what would best suit their community.

Commissioner McGeehen said he would be fine with removing the entire paragraph. He could go either way. Remove the commercial core or remove the entire paragraph.

Commissioner McGeehen motioned to approve Ordinance 2025-04, Planned Development, after the 2nd Reading and Public Hearing, with the paragraph removed.

Section 110-387, Permitted uses and dimensional regulations (p. 248 of packet) - REMOVE third paragraph: "PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D - John's Pass Village Activity Center Development Standards."

Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Commissioner Tagliarini	"NO"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 4-1.

E. Ordinance 2025-05, Temporary Shelters on Residential Property – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-05 by title only:

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said that was the second and final reading of Ordinance 2025-05 by title only.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Tagliarini asked if there had been any changes since the first vote. Director Rowan said no changes.

Commissioner Tagliarini motioned to approve Ordinance 2025-05, Temporary Shelters on Residential Property, after 2nd Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

F. Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive Plan – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-06 by title only:

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said it was the second and final reading of Ordinance 2025-06 by title only.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Ghovae motioned to approve Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive Plan, after 2nd Reading and Public Hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

G. Ordinance 2025-07, Adult Use Restriction – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-07 by title only:

ORDINANCE 2025-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney said it was the second and final reading of Ordinance 2025-07 by title only.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner McGeehen motioned to approve Ordinance 2025-07, Adult Use Restriction, after 2nd Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

H. Ordinance 2025-08, Fees and Collection Manual – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-08 by title only:

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Brooks opened to public comment.

Jim and Jane Shifflet, 483 South Bayshore Drive, said they are not at the demolition step yet and do not have a demolition permit, so they do not qualify for the fee reduction. They asked if getting an interior demolition permit would be the solution. Director Wepfer said yes.

Finance Director Consultant Andrew Laflin reviewed the financial analysis included with the item to show the impact of the fee reduction. The unknown is the quantity, so he put together multiple scenarios of the number of applicants that would qualify to receive the fee reduction: 75 Applicants, 100 Applicants, 200 Applicants, 300 Applicants, 400 Applicants, 500 Applicants, 600 Applicants, 700 Applicants, and 750 Applicants. Based on those different scenarios, he presented three different types of reductions: One for \$10.00, one for \$15.00, and the other for \$20.00. There is also the question of duration and how long they would want the program to go into effect. At some point, it would be rescinded and returned to the regular \$38.74 for all customers for the 64-gallon totes. They also have a 96-gallon tote for an additional \$14.50. They anticipate bringing that cost down to \$10.00 and then increasing it back to include the additional \$14.50 for the 96-gallon tote. So, no additional adjustments for a 64-gallon tote. The different scenarios show what that different cost would look like. The multi-year financial statement shows the financial position of the sanitation fund over time. The change in net position line is most important, as you can see a trending decrease in 2019, 2020, and 2021, when he came on board with the City in the summer of 2020. They looked at that overtime, and then, in 2022, a fee increase was enacted to get the change of net position higher. That was seen in the last three fiscal years, 24, 23 & 22. It allowed them to build up the reserves. To give some comfort going into the fee decrease, there has been a multi-year increase for the last three years in that change in net position, with revenues exceeding expenses. He could not give the exact financial impact because they do not know the number of applicants who will move forward with the fee reduction. But you can see in the different durations overall that doing it over 12 months and reducing it to \$10.00 for 750 applicants could be about a \$250,000 or so financial impact over the 12-month period to the City to the sanitation fund. They would also be looking at an initial implementation cost. Based on that volume of applicants, they want a better technology solution around the intake to allow customers to go to a portal and submit any required documents. That would go through a workflow approval process at the City, and they could track the status. That would be better than them emailing the information to the City.

Commissioner Tagliarini said he appreciated the information. It helped him to understand things better.

Vice Mayor Kerr asked if they had an idea of the number of applicants expected. Director Rowan
March 12, 2025, BOC Regular Meeting Minutes

said they have approved 112 full demolition permits, 812 interior demolition permits, and 477 interior remodel permits.

Vice Mayor Kerr said those with the interior permits would be back in their homes quickly. Director Rowan said it depended on how many turned into full demos. The City Manager said a few would be returning to their homes over the next few weeks, but hundreds would likely be moving back into their homes over the next few months. They do not know.

Vice Mayor Kerr said they would pay a \$10.00 a month fee to keep gas in the truck, but they would not pay any tipping fees. Thus, the expenses will go down, but the labor will remain the same. He would favor the proposal changing the fee to \$10.00 until they get back into their homes.

Mayor Brooks said she is not against reducing it to \$10.00. If the Commission wants that, she will vote for it wholeheartedly. What she would like to say on the record is that if they reduce the trash service to \$10.00 a month, there will be units that will pay zero because they are torn down, and Megan will still have the same staff and vehicles. The sanitation department has not always been self-paying but is now an enterprise fund supporting itself. She wants everyone to understand that if Megan comes to them in a year with financial problems and needing more operational funds, they must support her. She would also want them to recognize that Megan already has issues, and they are not set up to track it or manage who does or does not have their trash out. If someone has their limbs out by the road, they will not be picking them up. So, they need to support Megan when the complaints come. When the calls come in, they need to support Megan by asking the right questions. Her experience sitting with Megan and riding in that department has been that most calls have been misinformation. Some residents will be upset and not fully understand the process. Those who have gotten the permits will have to request a reduction, or Megan will not know.

Commissioner Tagliarini motioned to approve Ordinance 2025-08, Fees and Collection Manual, after 2nd Reading and Public Hearing. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

I. Ordinance 2025-09, Districts – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-09 by title only:

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Tagliarini asked if it only referred to the John's Pass Activity Center District. Community Development Director Jenny Rowan said C-2 used to be what is now the Boardwalk Character District.

Commissioner Ghovae motioned to approve Ordinance 2025-09, Districts, after the 1st Reading and Public Hearing. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

J. Ordinance 2025-10, Accessory Structures – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-10 by title only:

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner McGeehen motioned to approve Ordinance 2025-10, Accessory Structures, after 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

K. Ordinance 2025-11, Alcoholic Beverages – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-11 by title only:

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney reviewed the item.

Mayor Brooks opened to public comment. There were no public comments.

Vice Mayor Kerr asked for more information. Mr. Morris said the change allows the Board of Commissioners to negotiate on the type of alcohol use and restrictions at the PD zoning adoption. It was discussed at the workshop, and the Planning Commission voted to support it.

Director Rowan said if it is not addressed at the PD zoning adoption, it would revert to the previous zoning district and the allowed alcohol license.

Commissioner Tagliarini asked if it would mirror the zones that were there before unless it involved a PD. Director Rowan said yes.

Commissioner Tagliarini motioned to approve Ordinance 2025-11, Alcoholic Beverages, after the 1st Reading and Public Hearing. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Ghovae	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

L. Ordinance 2025-12, Amendment to the Fees and Collection Procedure Manual – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-12 by title only:

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney reviewed the item.

Mayor Brooks opened to public comment. There were no public comments.

Vice Mayor Kerr motioned to approve Ordinance 2025-12, Amendment to the Fees and Collection Procedure Manual, after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

14. UNFINISHED BUSINESS

A. Johns Pass North Jetty Mobility Mat

Public Works Director Megan Wepfer reviewed the item.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Ghovae asked if the wave action over the rocks would affect the integrity of the Mobi mat. Director Wepfer said the waves would not touch the mat unless there were a significant storm, and then they would remove it. Commissioner Ghovae asked how long the mat would be there. Director Wepfer said it would be there until they can put in the permanent structure. She did not know when that would be. They are working on the plans to submit for permitting.

Commissioner McGeehen asked Director Wepfer if she recommended the Mobi mat instead of the AccessRec mat because it would last longer, even though it is not cheaper. Director Wepfer said she thought the AccessRec mat would require more maintenance because it appeared the sand did not go through it.

Mayor Brooks said they are made completely different, and you can feel the difference. The Mobi mat seems like it would hold up longer. She thought there was no comparison in quality. The Mobi mat seems safer and sturdier.

Director Wepfer said she contacted HUG (Help Us Gather) and the Forward Foundation but has not received a response. She would follow up with them.

The City Manager asked if they could use the mat at another location if necessary. Director Wepfer said they are very easy to move.

Vice Mayor Kerr asked if the Mobi mat was longer and wider. Director Wepfer said they are the same length, but the Mobi mat is half an inch wider. The maximum length is 100 feet, and you can slide in an additional section to make it longer to give an extra 20 feet. The Vice Mayor asked if it would be better to purchase two 60-ft long mats. Director Wepfer said there are certain locations where the 60-ft long mats work perfectly, and there are already mats at those locations. When they install the sidewalk, they would move the mat to 133rd, 134th, or 137th beach access.

Commissioner McGeehen motioned to approve the purchase of a 120-ft. Mobi mat for \$6,205 for the Johns Pass North Jetty. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Commissioner Ghovae	"NO"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 4-1.

15. CONTRACTS/AGREEMENTS

A. DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach

The City Attorney explained the item. The Engagement Letter from DSK Law is to serve as Special Magistrate for the City of Madeira Beach. The renewal is annual.

Mayor Brooks opened to public comment. There were no public comments.

Vice Mayor Kerr motioned to approve the DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach. Commissioner Ghovae seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

B. Approve CAP Government Agreement – Building Services

The City Manager reviewed the item.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Tagliarini asked if it was the company they discussed at the workshop. The City Manager said it was.

Vice Mayor Kerr asked if they were soliciting to fill the building official position in multiple ways. They would have to hire someone eventually, and they could not continue contracting. The City Manager said they were. The City Manager said they hoped to have an inspector start toward the end of the month.

Mayor Brooks asked if the person coming in was not a building official. The Community Development Director said he is a building inspector. They will continue with CAP Government until the building official position is filled.

Mayor Brooks asked if they were using an inspector with CAP Government. The City Manager said yes, and they have been doing about 30 inspections per day. The Mayor asked what happened to the inspectors from the state. The City Manager thought the request was still pending. The Mayor asked if they could charge FEMA for them. The City Manager said they would submit for it. The Mayor said if they could still get good, licensed inspectors from the state, they should take advantage of it.

Commissioner Tagliarini motioned to approve the CAP Government Agreement for Building Services. Commissioner Ghovae seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

C. Approval of Purchase for rear load containers

Public Works Director Megan Wepfer reviewed the item.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Ghovae asked if they received competitive bids. Director Wepfer said they did.

Commissioner McGeehen asked if FEMA would reimburse them. Director Wepfer said they would submit it.

Commissioner Tagliarini motioned to approve the purchase of rear loaders. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

D. ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval

Public Works Director Megan Wepfer reviewed the item.

Mayor Brooks opened to public comment. There were no public comments.

Vice Mayor Kerr motioned to approve ITB 25-02, Purchase Rear Load Replacement Containers Contract with Iron Containers for a three-year term. Commissioner Ghovae seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

E. Archibald Parking Lot and 142nd Beach Access Repair Approval

City Attorney Tom Trask reviewed the item. It needs to be accomplished quickly because the City of Largo's contract expires on April 25th. Director Wepfer said they assured her they could complete the project by then.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Tagliarini asked if the cost was in addition to the \$500,000 budgeted. Director Wepfer said she originally budgeted to mill and resurface the Archibald parking lot after completing the restroom project.

Vice Mayor Kerr asked if it would be submitted to FEMA for reimbursement. Director Wepfer said yes. Vice Mayor Kerr asked if another location could be used as a staging area if another storm hits. The City Manager said they could ask FDOT to use another area.

Commissioner Ghovae asked how they would address adding other items that the City of Largo did not include in the contract. Director Wepfer said everything is included in the proposal. She

already walked the site with the contractor, and they feel the scope fits with the scope of items listed in the Largo contract.

Commissioner Tagliarini motioned to approve the contract with Keystone Excavators, Inc. for the Archibald Parking Lot and 142nd Beach Access Repair. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

F. RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

Recreation Director Jay Hatch reviewed the item. The agreement in the packet is a draft and must be updated. City Attorney Tom Trask suggested that the Board approve the agreement with the understanding that he, the City Manager, and Director Hatch would fill in the blanks so that it would not get delayed.

Mayor Brooks opened to public comment. There were no public comments.

Vice Mayor Kerr motioned to approve the RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs contract with Grosz Construction Company, Inc. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

G. City Sponsored Fireworks

Recreation Director Jay Hatch reviewed the item. He responded to questions and comments from the Board.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Ghovae asked if they were using the barge from Speeler Companies. Director Hatch said he has a verbal commitment for July 3rd. He will put an agreement together and the price will be negotiated. It was the only available barge for the last five years. Commissioner Ghovae was concerned about favoritism to Speeler. The City Manager recommended issuing an RFP for the barge because of the concerns. Commissioner Tagliarini said it is a separate issue they can address.

Commissioner Tagliarini motioned to approve the final one-year contract renewal with Master Pyro, LLC. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

H. Facility Use Agreement

Recreation Director Jay Hatch reviewed the item.

Mayor Brooks opened to public comment.

Commissioner Ghovae motioned to approve the Facility Use Agreement with Burton Meiring, LLC. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

16. NEW BUSINESS

There was no new business.

**17. AGENDA SETTING – 6:00 P.M., MARCH 26, 2025 BOC REGULAR WORKSHOP
(BOC Budget Workshop, 4:00 p.m.)**

- A. BOC Policy Handbook (Resolution 2025-02)
- B. FY 2025 Financial Update & Storm Damage/Insurance
- C. City Hall Ground Floor Repair
- D. City Hall Ground Floor New Construction – Status
- E. Texting Service – City Information
- F. Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- G. Honor Court
- H. John's Pass Dredging
- I. Grant Works – Existing Agreement

The City Manager reviewed the items listed for the workshop meeting.

Added Items

- 1. Pocket Parks Update
- 2. Library 60-Day Budget Extension
- 3. Vision for the Marina during the Budget Workshop
- 4. Captain Melvin Jackson with PCSO
- 5. Snack Shack Agreement
- 6. Tom and Kitty Stuart Park Update
- 7. Update on the repairs at the Pinellas County Park

Commissioner Ghovae asked for an update on the repairs to State Road 666 over the causeway. The City Manager said he would contact Pinellas County and follow up. Director Wepfer said the potholes along 150th Avenue are from failing utilities, and the County is aware of them.

18. REPORTS/CORRESPONDENCE

A. Board of Commissioners – 2025 BOC Meeting Schedule

There were no changes to the calendar. Vice Mayor Kerr asked for confirmation that no one should take a vacation in September since five commissioners must be present to vote on the budget and millage rate. The City Manager confirmed it.

B. City Attorney

The City Attorney updated the Board on the Fire Station settlement agreement. He hopes to present it to the Board at the April 2nd meeting.

C. City Clerk's Report – February 2025

The City Clerk said she did not have time to do a February report. Two weeks ago, she had a two-day class, and she had a three-day class last week. She will prepare a report for March. The March report will include a list of city managers and city clerks over time, a history of municipal clerks dating back to the 1800s, and a description of their duties and responsibilities back then and what they are today. The City Attorney has been assisting her in that, which she appreciated.

D. City Manager

The City Manager congratulated the Mayor and Commissioners of Districts 3 and 4. He reminded everyone of the upcoming events in March and the first Budget Workshop on the 26th.

Mayor Brooks asked if they could include discussions of residents' comments on the agenda for every meeting before they adjourn. The City Manager said they would amend the agenda format in the BOC Policy Handbook at the next workshop.

Mayor Brooks asked for clarification about Mr. Dillon's comment about permit fees not being free. The City Manager said all storm-related permits remain free. The City has received some non-storm-related permit applications that have been assessed the 1% fee. He would look into it. Vice Mayor Kerr said impact fees are not waived.

Commissioner Tagliarini asked if there are only two days of inspections per week and thought it should be increased to three. The City Manager said they would address it.

19. ADJOURNMENT

Mayor Brooks adjourned the meeting at 9:13 p.m.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2019-13 adopted the City of Madeira Beach’s current personnel policy; and

WHEREAS, § 5.7(C) of the City Charter provides that the Madeira Beach Civil Service Commission is responsible for the preparation of the City’s personnel rules, and that once such proposed rules are concurred with by the City Manager, the same shall be proposed to the Board of Commissioners for consideration, who may by ordinance adopt them with or without amendment; and

WHEREAS, the Board of Commissioners and the Civil Service Commission conducted a joint meeting on August 4, 2020 to discuss personnel rules and their application; and

WHEREAS, at that joint meeting on August 4, 2020, the Board of Commissioners requested that the Civil Service Commission, working in conjunction with the City Manager and the City Attorney’s Office, develop a proposed replacement to the current personnel policy which has not kept up with changes in employment law and which otherwise was not as clear and comprehensive as the Board of Commissioners desires; and

WHEREAS, the Civil Service Commission, City Manager, and City Attorney’s Office have now completed the lengthy collaborative process requested by the Board of Commissioners, and the City Manager has submitted the recommended new personnel policy (which is attached hereto and made a part hereof) to the Board of Commissioners for its consideration; and

WHEREAS, pursuant to the minutes of the Civil Service Commission, it has approved of the provisions set forth in the proposed new personnel policy and recommends their adoption; and

WHEREAS, the Board of Commissioners, having received the recommendation of its Civil Service Commission and the City Manager, and upon having received relevant advice from the City Attorney’s Office, and after having conducted a public hearing allowing citizens to provide input, finds that it is in the best interests of the City to adopt the proposed personnel policy attached to this Ordinance; and

WHEREAS, the Board of Commissioners wish to repeal Ordinance 2019-13.

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of City of Madeira Beach, Florida, that:

Section 1. The 2024 Madeira Beach Personnel Policy, Rules, and Procedures Manual, attached hereto as **Exhibit A** and made a part hereof, is hereby adopted. The effective date of the new personnel policy shall be 12:01 a.m., Sunday April 6th 2025.

Section 2. Ordinance 2019-13 (which adopted the current City personnel policy) is hereby repealed in its entirety. The effective date of this Section 2 shall be the same effective date as the new policy set forth in Section 1 of this Ordinance.

Section 3. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

MADEIRA BEACH BOARD OF COMMISSIONERS

PERSONNEL POLICY, RULES, AND PROCEDURES MANUAL



ADOPTED BY ORDINANCE 25-01

EFFECTIVE APRIL 6TH 2025

TABLE OF CONTENTS

SECTION..... CHAPTER-PAGE

GENERAL POLICY STATEMENTi

Equal Employment Opportunityii

I. EMPLOYMENT I-1

 A. Non-Temporary (Regular) Employment..... I-1

 B. Temporary Employment I-3

 C. Joint Employment I-5

 D. Employment of Relatives (Nepotism)..... I-6

 E. Re-Employment and Disqualification..... I-7

II. PERSONNEL FILES II-8

 A. File Location and Content II-8

 B. Access to and Retention of Official Personnel Files II-9

III. PROBATIONARY PERIOD III-1

IV. PAY, HOURS OF WORK AND WORKWEEK IV-1

 A. General Policies IV-1

 B. Allocation of Work Hours, Workweek and Work Period IV-2

 C. Pay Eligibility IV-4

 D. Work Time Records and Emergency Compensation IV-7

 E. Salary Basis Compensation Questions..... IV-9

 F. Forms IV-10

V. CLASSIFICATION AND PAY PLAN V-1

 A. General Policies V-1

 B. Administration V-2

 C. Application..... V-3

VI. HOLIDAYS VI-1

 A. Administration VI-1

 B. Listing of Holidays..... VI-2

VII. LEAVES OF ABSENCE VII-3

 A. Vacation; Paternity/Maternity Leave VII-3

 B. Sick Leave..... VII-5

 C. Personal Medical Appointment Leave VII-9

 D. Bereavement Leave VII-10

 E. Military Leave..... VII-11

 F. Jury Leave VII-13

 G. Witness Leave VII-14

 H. Disability Leave VII-15

TABLE OF CONTENTS

SECTION.....	CHAPTER-PAGE
I. Domestic Violence Leave	VII-18
J. Leaves of Absence Without Pay	VII-19
K. Family and Medical Leave Act of 1993 (FMLA)	VII-20
L. Judicial Leave	VII-30
VIII. ABSENCE WITHOUT AUTHORITY	VIII-1
IX. NON-DISCIPLINARY SEPARATIONS FROM CITY EMPLOYMENT.....	IX-1
A. Resignation.....	IX-1
B. Retirement.....	IX-2
C. Death.....	IX-3
D. Layoff.....	IX-4
E. Disability Separation/Reasonable Accommodation.....	IX-7
F. Alternate Employment Program (AEP)	IX-8
X. CODE OF ETHICS FOR OFFICERS AND EMPLOYEES	X-1
XI. DISCIPLINE AND DISCHARGE	XI-1
A. General Provisions	XI-1
B. Grounds for Discipline or Discharge	XI-2
C. Progressive Discipline.....	XI-6
D. Appeal Process.....	XI-8
XII. EMPLOYEE COMPLAINT PROCEDURE	XII-1
A. Definition of Terms.....	XII-1
B. General Provisions	XII-2
C. Procedural Steps.....	XII-4
D. Prohibition Against Retaliation; Civil Service Commission Oversight.....	XII-5
XIII. ILLEGAL DISCRIMINATION OR HARASSMENT	XIII-1
A. Policy	XIII-1
B. Definitions.....	XIII-1
C. Procedure	XIII-2
XIV. LABOR-MANAGEMENT RELATIONS.....	XIV-1
XV. EMPLOYEE RECOGNITION PROGRAM	XV-1
XVI.EMPLOYEE PERFORMANCE EVALUATION SYSTEM	XVI-1
XVII.OUTSIDE EMPLOYMENT, ENTERPRISE, BUSINESS	XVII-1
XVIII.POLITICAL ACTIVITY.....	XVIII-1
XIX.SAFETY	XIX-1

TABLE OF CONTENTS

SECTION.....	CHAPTER-PAGE
XX. DRUG-FREE WORKPLACE PROGRAM.....	XX-1
A. Purpose, Scope and Prohibitions.....	XX-1
B. Drug and Alcohol Testing Program.....	XX-3
C. Consequences of Positive Test Results.....	XX-15
D. Awareness and Education Program.....	XX-17
E. Rehabilitation.....	XX-18
XXI. PROFESSIONAL DEVELOPMENT.....	XXI-1
XXII. TRAVEL TIME.....	XXII-1
XXIII. WORKPLACE VIOLENCE AND THREATS.....	XXIII-1
XXIV. UNIFORMS.....	XXIV-1
XXV. MISCELLANEOUS POLICIES.....	XXV-1
A. Departmental Rules.....	XXV-1
B. General Appearance and Work Attire.....	XXV-1
C. City Property.....	XXV-1
D. City Communications Equipment.....	XXV-1
E. Address and Telephone Number.....	XXV-1
F. Solicitation of Contributions, Memberships, or Business.....	XXV-2
G. Statements by City Employees to Attorneys, Law Firms, or Others Concerning Employees or City Business.....	XXV-2
H. Media Relations, Requests for Interviews.....	XXV-2
I. Recording Workplace Communications Prohibited.....	XXV-3
J. Loss of or Failure to Obtain Professional Certification or License.....	XXV-3
K. Searches on City Property.....	XXV-4
L. Employee Arrest or Charge.....	XXV-4
M. Use of Tobacco and E Cigarettes.....	XXV-4
N. City Bulletin Boards and Common Areas.....	XXV-4
O. Communicable Diseases.....	XXV-5
P. Inventions and Intellectual Property.....	XXV-5
Q. Letters of Reference.....	XXV-5
R. Funds Owed by Employees; Debt Collection Calls.....	XXV-5
XXVI. USE OF CITY VEHICLES & USE OF PRIVATE VEHICLES FOR CITY BUSINESS.....	XXVI-8

GENERAL POLICY STATEMENT

Excellence in government public service is attained, in part, through personnel systems that reflect merit principles and sound administrative management. It is the intent of Madeira Beach's Board of Commissioners that its Personnel Policies, Rules and Procedures Manual provide firm and clear direction to its employees. To this end, every reasonable effort is made to protect the personal rights and privileges of individual employees.

Furthermore, it is the intent of the Board of Commissioners that no unlawful discrimination exist in the application and administration of any Madeira Beach Board of Commissioners' policy, practice, rule or regulation.

The City Manager, through the City department directors, in coordination with the Human Resources staff, is charged with ensuring that the provisions of this Policy are implemented and made known to the employees of Madeira Beach.

These Personnel Policies are not and shall not be considered an employment contract with any person. Nothing herein is intended to create an employment contract between the City and any person for the purposes of employment, promotions, or for the providing of any benefit.

The provisions contained within this Manual are and shall be considered as part of the terms and conditions of employment of all regular employees with Madeira Beach and should thus be adhered to by all regular City employees. Madeira Beach reserves the right to establish, modify, or make exceptions to these rules when necessary. Any question concerning the interpretation or application of these rules shall be referred to the Human Resources staff for resolution.

Madeira Beach may, from time to time, designate certain positions, such as part time, temporary, initial probationary, managers or directors, as serving at the will of the City Manager and exempt from "regular employee" status. In such cases, the provisions within this Manual regarding regular employees, including just cause and disciplinary appeals, are inapplicable.

The City of Madeira Beach ("the City") endeavors to include a comprehensive overview of the rules and policies governing employment with Madeira Beach within this Personnel Policy Manual. However, there may from time to time be additional personnel rules or policies issued by the Board of Commissioners. The City Manager or a particular department head may also issue additional rules so long as such additional rules do not conflict with the provisions in this Manual. All administrative rules and related personnel forms shall be reviewed by the Civil Service Commission prior to becoming effective. All such additional rules shall also constitute a part of the terms of employment. Violation of any provision of any such additional rules will subject an employee to discipline.

If a direct conflict exists between policies and procedures included in these rules and a current labor agreement to which the City is a party, the terms and conditions of the labor agreement shall take precedence for employees in classifications represented by a bargaining agent, whether the rights and benefits are greater or less than those provided in these rules.

Equal Employment Opportunity

It is the continuing policy of the Board of Commissioners of Madeira Beach, Florida, to promote the concepts of equal employment opportunity in its employment function and to comply with all federal, state and local laws, rules and regulations pertaining to fair employment practices.

1. All employees and applicants for employment will be treated fairly with respect to all terms and conditions of employment regardless of race, color, religion, national origin, ancestry, gender, age, marital status, or physical or mental disability which does not preclude the performance of the essential functions of the job with or without reasonable accommodation(s).
2. All personnel opportunities and decisions related to employment, promotions, transfers, reclassifications, compensation, benefits, performance ratings, training courses and programs, layoffs, returns from layoff, terminations, and all other aspects of employment with Madeira Beach will be in accordance with the principles of the merit system, which afford equal opportunity by imposing only valid requirements.
3. The Board of Commissioners reaffirms its commitment to equal employment opportunity through a formal Affirmative Action Program.
4. Employees who allege that they have been unlawfully discriminated against or treated unfairly in the application or employment process must follow the steps outlined in the policy on Illegal Harassment or Discrimination, as described in Section XIII of this Policy. Non-employee applicants and applicants for temporary employment alleging unlawful discrimination must complain in writing to the Human Resources Staff, who will conduct an investigation in accordance with the applicable portions of this Policy.

I. EMPLOYMENT

Section: I-A

A. Non-Temporary (Regular) Employment

I. EMPLOYMENT**A. Non-Temporary (Regular) Employment**

1. In the interest of hiring "best qualified and available" people to meet City employment requirements, and to avoid favoritism in hiring practices, the Human Resources Department is responsible for ensuring that all interested applicants have an equal opportunity to apply for City employment.
2. Notices of open positions will be published interdepartmentally and/or publicly according to the department's request and concurrence of the Human Resources Department. Notwithstanding the foregoing, where a department director or other official with hiring authority determines that a particular candidate is fully qualified for a position (for instance where an intern or employee in acting status has been working successfully in the position for some time), the Human Resources Staff may authorize that candidate to be offered the position without the need to post the position. However, to prevent undue favoritism or nepotism and ensure a diverse, well qualified work force, this exception should not be regularly used in place of posting opportunities and allowing candidates to apply.
3. Applicants for City employment apply to the Human Resources Department in the form and manner, including electronic application submission, as the Department designates. Applicants who make initial contact with an individual City department and/or applications/resumes received by other City departments shall immediately be directed to the Human Resources Department.
4. Applications are accepted for announced openings during the published advertising period.
5. Once a position has been filled, the position is closed. Should one or more of the same position come open again within ninety days after first being filled, a department may make an offer to the next most qualified candidate from among the original applications.
6. Employees chosen for interview for other City jobs will be allowed to interview during paid work hours if necessary. Departments shall work with the employee to make reasonable adjustments to the employee's schedule to permit the interview.
7. The Human Resources Staff may establish eligibility registers for positions as required by turnover frequency or other recruitment issues. Positions that are identified by departments or the Human Resources Department as being vacant on a regular basis or having certain recruitment needs, may have an eligibility register of qualified applicants established. The Human Resources Staff is responsible for establishing the registers in accordance with the City's policy of non-discrimination.

I. EMPLOYMENT

Section: I-A

A. Non-Temporary (Regular) Employment

8. No employee may begin activities associated with working for the City, including engaging in post-offer screening activities, until the candidate signs, electronically or otherwise, a conditional offer of employment. No term or condition of employment, including matters of pay, bonuses, expense reimbursement, or other similar matters, shall be effective unless included within a conditional offer of employment.
9. The City Manager and Human Resources Staff are authorized to adopt such forms and procedures as are deemed necessary to effectively implement these employment policies and to conduct such pre-employment screening as may be either legally or administratively required, including background and reference checks and physical or psychological examinations related to job functions. For any position requiring a pre-employment, post-offer examination, it shall be job-related, and given uniformly to all candidates conditionally offered the position. Candidates must meet/satisfy any established screening requirements and any candidate who fails to do so may be denied employment. In addition to the foregoing, for any City position requiring interaction with law enforcement personnel, records or other matters, access to secure facilities, or otherwise required to pass background standards promulgated by a regulating agency with jurisdiction over such records, personnel or facilities, employees holding such positions must be able to pass the relevant standards and their inability to do so will disqualify them from continued employment.
10. For purposes of this Policy, the term “at-will” or “serving at-will” shall mean that employees holding positions designated by the Board of Commissioners as such serve at the will and pleasure of the City Manager, and includes, but is not limited to, all deputy or assistant city managers and directors. All employees directly reporting to the City Manager shall be deemed as “director” for purposes of this Policy notwithstanding their actual title. Absent City Charter or contract terms to the contrary, the City Manager, City Clerk, City Treasurer, and City Attorney serve at the will and pleasure of the Board of Commissioners subject only to the terms of any employment contract to the contrary.
11. All volunteers are not City employees for any purpose. However, Florida Statutes § 440.02 provides eligibility for certain worker compensation benefits for municipal volunteers. Therefore, City volunteers must comply with all related City accident or injury reporting procedures.
12. Employment of persons under 18 years of age in either regular or temporary positions shall be subject to and in accordance with applicable child labor laws.
13. To ensure compliance with the Affordable Care Act, when an employee formerly eligible for health benefits leaves the City’s employ for any reason, he/she shall be ineligible for re-hire until the former employee has been separated from the City for a minimum of thirteen (13) weeks.

I. EMPLOYMENT

Section: I-B

B. Temporary Employment**B. Temporary Employment**

1. Temporary employment, for purposes of this Policy, shall include:
 - a. OPS regular (Other Personal Services) positions (including non-student interns) which typically does not extend beyond six (6) consecutive calendar months.
 - b. OPS on-call positions where employees are called unexpectedly, on an as-needed basis, to complete a specific task or assignment.
 - c. OPS Seasonal positions where employees work a seasonal assignment (such as summer camp or pool guard).
 - d. OPS Intern positions follow guidelines provided in Section I.B.3. of this Policy.
 - e. Other temporary employment programs, not specifically defined herein, shall be considered at the option of the Human Resources Staff in compliance with any federal, State or local laws, rules or regulations governing such programs.
2. Employment procedures described in Section I.A of this policy shall apply to employees hired in temporary positions with the exception of temporary employees defined in Section I.B.1.d.e. of this Policy.
3. Interns
 - a. The City provides internship opportunities for students to experience work in City government that is relevant to their educational goals and objectives or personal career interests, and to non-students seeking to experience working in a City position.
 - b. Interns shall not be recruited to fill regularly authorized position vacancies or displace regular employees. Interns are considered temporary employees and are not eligible for benefits provided regular employees. Intern appointments shall not exceed 12 months.
 - c. In order for a student to be eligible for employment as an intern, an individual must be a student in good standing, enrolled in or on school-approved break from an accredited secondary or post-secondary school, junior college, college or university, or a vocational-technical school.
 - d. Student Interns are required to notify the employing department of any change in their academic or disciplinary standing at the institution.
 - e. Interns will be paid at the minimum pay rate of assigned pay grades. A departure from the minimum pay rate may be approved by the Human Resources Staff upon request and proper justification from the relevant director.
 - f. Persons who may be students but who wish to volunteer with the City outside of any academic program must complete a Volunteer Service Agreement to be developed by Human Resources with assistance from the City Attorney as needed.
 - g. Students who are present in the workplace and who are not performing any services for

I. EMPLOYMENT

Section: I-B

B. Temporary Employment

the City, nor participating in any related academic program, are considered to be “job shadowing” and are not considered to be volunteers, or employees, of the City. Any persons who are “job shadowing” must be approved by the relevant department director in advance, must not perform any work for the City, and must be under the supervision of an employee-mentor.

- h. Students who are present in the workplace and who may perform work for the City but who are not compensated shall meet the requirements of the federal Department of Labor concerning the acceptance of work by student interns. Interns who are not students must be compensated at least the prevailing minimum wage for work performed for the City.
 - i. The Human Resources Department is responsible for the development, coordination and promotion of intern recruitment activities and is responsible for ensuring that all interested persons have an equal opportunity to apply and be considered for internship opportunities.
 - j. Notwithstanding the foregoing, Madeira Beach may, from time to time, enter into agreements with educational institutions whereby student interns will be identified, assigned and compensated pursuant to the terms of such agreements. In such cases, Human Resources shall assist hiring departments as needed to implement the terms of the agreements, even where same may vary from the provisions of this Policy.
4. Employment of temporary personnel shall be subject to the equal employment opportunity provisions of this Policy.
 5. To ensure compliance with the federal Affordable Care Act, except for Seasonal OPS staff, all persons employed in temporary/OPS positions who are not offered health care coverage shall not be scheduled or permitted to work more than 30 hours per week.
 6. Unless otherwise required by law, individuals performing work for the City through temporary employment agencies shall not be considered “employees” for purposes of this Policy.

I. EMPLOYMENT

Section: I-C

C. Joint Employment

C. Joint Employment

The intent of this policy is to allow employees to be employed in more than one position, and at possibly more than one pay rate, at the same time within the City payroll structure. The following criteria must be met for eligibility:

1. Only temporary OPS, part-time positions, which are considered to be occasional or sporadic (in accordance with 29 C.F.R., Section 553.30), will be eligible.
2. The employee's decision to work in a different capacity must be made freely and without coercion, implicit or explicit, by the employer.
3. The joint position must be in a different capacity, i. e., it must not fall within the same general occupational category as the employee's primary government employment.

Administrative procedures for implementation and tracking of this program will be published separately.

I. EMPLOYMENT

Section: I-D

D. Employment of Relatives (Nepotism)**D. Employment of Relatives (Nepotism)**

1. Employment shall be in compliance with Florida Statutes § 112.3135 regarding “*Restriction on employment of relatives.*” Pursuant to this section, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in which the official is serving or over which the official exercises jurisdiction or control any relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over a City department or office, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a City board of which a relative of the individual is a member.
2. Relative, for purposes of this Section only, shall include father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; but shall not include any other relatives who become related by law or marriage not specifically listed above.
3. For purposes of this Section only, public official, hereinafter referred to as "official," shall include, but not be limited to, Commissioners, the City Manager, assistant City Manager, City Clerk, City Attorney, City Treasurer, department directors, assistant directors, managers, supervisory employees and any other City employee authorized to make employment-related recommendations or decisions, whether the official is elected, contracted, appointed, or hired.
4. It is the City's policy to prohibit an official from having direct supervision over any employee who is a relative of the official, as more fully set forth in Paragraph 1. It is also the City's policy to prohibit an official from having direct supervision over any employee to whom the official is engaged or is otherwise involved in a current romantic relationship.
5. Direct supervision shall include any situation in which the official would be in a position to make decisions concerning the terms and conditions of the person's employment with the City including decisions about hiring, promotion, transfer, reclassification, compensation, benefits, work assignments, performance evaluations, training courses and programs, layoffs, return from layoff, termination, and all other tangible aspects of employment.

I. EMPLOYMENT

Section: I-E

*E. Re-Employment and Disqualification****E. Re-Employment and Disqualification***

1. An employee who has been terminated from City employment for violation of any conduct or performance rule set forth in this Policy, or who resigns after being notified of the City's intent to conduct a pre-termination meeting but prior to a final disciplinary decision, is ineligible for re-employment for three years from the date of such resignation or termination.
2. An employee terminated due to a positive drug/alcohol test, a refusal to test, or other violations of the drug-free workplace policy; or who voluntarily resigns within two weeks of a positive result in a test for drug use; or when an employee serves notice of resignation immediately upon notification of being selected for such test, is ineligible for re-employment for a period of three years after such resignation. Additionally, a former employee who owes the City money for drug testing or treatment which was the responsibility of the employee to pay shall be ineligible for re-employment until all funds owed are paid.
3. An employee who voluntarily resigns without giving the required two-week notice (see Section IX.A.4) or is separated from employment for absence without leave (see Section VIII) is ineligible for re-employment for a period of one year. In circumstances where the hiring department director certifies, to the Human Resources Staff's satisfaction, that a non-eligible former employee will meet a critical need of the City, the Human Resources Staff has the authority to waive this waiting period.
4. Employees who separate from City service due to failure to complete probation period where no discipline violation occurred, layoff, end of a temporary position, or whose employment is terminated because work is no longer available, are eligible for re-employment with no waiting period.
5. Notwithstanding the foregoing provisions, an employee may become ineligible for a longer period, or permanently ineligible for re-employment, as the result of independent action such as the settlement of a legal claim or an arbitration decision. Additionally, the City Manager shall have the authority, in exceptional circumstances and where the best interests of the City will be served, to waive or reduce the periods of ineligibility stated in paragraphs 1 and 2 above. Waiver justifications shall be documented in writing by the Manager and placed in the employee's personnel file.
6. Notwithstanding the disqualification periods contained herein, a department director may recommend or not recommend an employee for re-hire. If made, such recommendations are simply the opinion of the former employee's director. Though such recommendations may be taken into account should a former employee apply for re-employment, they do not create a bar against such applicant from being considered for re-hire so long as the applicant is not under a disqualification period, and is otherwise qualified to perform the job duties.

II. PERSONNEL FILES

Section: II-B

B. Access to and Retention of Official Personnel Files

II. PERSONNEL FILES*A. File Location and Content*

1. The City's official records of present and past employees' personnel files are maintained by the Human Resources Department. The Human Resources Staff is the custodian of these records and may delegate maintenance and control responsibilities to staff members.
2. The Human Resources Department shall develop, revise and authorize all forms related to personnel matters. Therefore, absent specific authorization from the Human Resources Staff to the contrary, departments may not promulgate or make use of any customized or unauthorized personnel forms, including leave requests, time records or employee evaluations.
3. Public Records requests for personnel files made to the City must be transferred to the Human Resources Department for response. The Human Resources Staff, or designee, shall be responsible for reviewing files to ascertain any information which has been designated as confidential or exempt from public records disclosure, and in conjunction with the City Attorney's Office, asserting applicable public records exemptions for such records.
4. The official personnel record, which will be maintained by the Human Resources Department, shall contain at least the following paper or digital documents regarding the employee:
 - a. The employee's initial and any subsequent employment/transfer/promotion applications; the eligibility verification report; I-9 form; interview forms; oath of employment; employment contract (if applicable); acknowledgments of receipt of benefits (to include secondary employment approval forms); conditional offer forms; retirement enrollment forms (when applicable); approved hire action forms authorizing employment; and other related documents required by law or City policy to be included.
 - b. All licenses or certifications required to hold the position;
 - c. The employee's performance evaluation forms and written responses thereto;
 - d. All official personnel actions, such as promotions, transfers, and pay increases;
 - e. Official disciplinary notices and warning or counseling forms issued to the employee;
 - f. Signature forms demonstrating an employee's receipt of City policies;
 - g. Records demonstrating attendance at City training sessions.
 - h. Any separation surveys provided by a departing employee.
5. The personnel record may also contain the following items, at the discretion of the Human Resources Staff:
 - a. Correspondence from citizens, co-workers, etc., concerning the employee's performance of his or her job or contribution to the community (excepting documents which are found

II. PERSONNEL FILES

Section: II-B

B. Access to and Retention of Official Personnel Files

- to be fraudulent, false, or which are required by law to be separately maintained);
- b. Records regarding an employee's education or professional credentials;
 - c. Such other records as the Human Resources Staff may deem appropriate for inclusion or which are not prohibited from inclusion by law.
6. The Human Resources Department will also keep and maintain separate and secured files of current and former employees which contain medical records or medical claim records exempt under Florida Statutes § 112.08, the results of drug tests (excepting discipline notices confirming a positive result was received), medical documents provided in support of sick leave requests (including those covered under the FMLA), reports of a healthcare provider discussing specific health conditions or status associated with a fitness-for-duty exam, medical records provided in support of a request for accommodation of a disability under the ADA, medical records received in the course of administering a worker compensation claim.
 7. Notwithstanding the foregoing, the City Manager and all department directors are entitled to review medical records of applicants and current employees when these officials have the business need to do so. Such instances include reviewing an employee's defense against a disciplinary action where the employee cites a medical reason for the conduct or performance, reviewing requests for sick leave including decisions as to whether an absence is covered by the FMLA, reviewing requests for accommodation under the ADA or determining whether the applicant or employee presents a danger to him/herself or others due to a medical condition. The City Attorney or other attorneys representing the City in any employment claim or suit are also authorized to examine such records to the extent the claim or suit places the medical condition of the applicant or employee at issue.
 8. In the event a City official examines records which includes information which is otherwise confidential or exempt from public disclosure under law, such official must exercise care and discretion so as not to further communicate any such information to subordinates or an employee's co-workers unless there is a valid legal reason to do so. City officials in doubt as to their duties in such circumstances are encouraged to seek advice from the City Attorney.
 9. The City Manager is responsible for ensuring that human resources records are controlled, maintained, disposed of, and that requests for copies are processed, in accordance with the Public Records Act and the rules of the Florida Division of Archives, History and Records Management. To that end, the City Manager is authorized to develop such additional administrative procedures and forms so as to accomplish this responsibility.
 10. While managerial personnel responsible for drafting performance evaluations may, to assist them in drafting annual evaluations, maintain separate notes on positive/negative conduct or performance, including notes on verbal counseling events, such records are public records and, if specifically referenced in an evaluation or discipline notice, must be attached thereto.

B. Access to and Retention of Official Personnel Files

1. Personnel files (official and informational copies) are public records subject to review under Florida Statutes § 119.07, subject to any applicable exemption(s). Official employee

II. PERSONNEL FILES

Section: II-B

B. Access to and Retention of Official Personnel Files

personnel files may be reviewed at the Human Resources Department during normal working hours. The records custodian, or designee, will assist and supervise during the review. Documents cannot be removed or rearranged within the official personnel file during review.

***NOTE:** Employees holding certain positions are entitled under Florida law to request that certain personally-identifying information such as home addresses, not be released by other governmental agencies which may be in possession of this information. It is the responsibility of each employee holding such a position to make these requests to other governmental agencies.*

2. Requests concerning past or present employee personnel information should be referred to the Human Resources Department. The Human Resources Staff will respond to inquiries from agencies and the general public regarding disclosure of official personnel data.
3. In accordance with the Florida Public Records Act, copies of personnel files may be made and furnished to requesters upon payment of the statutory fees. Money collected is remitted to the City's general fund. Employees are not charged for single copies made from their official personnel files. However, they shall be charged the established rate for additional copies. The Human Resources Department is responsible for reviewing a personnel file prior to production or copying to ensure all material exempt from public records disclosure has been covered.
4. Official personnel files must be retained for a length of time determined by the State of Florida Bureau of Archives and Records Management. This period is currently twenty-five (25) years following the employee's effective date of separation from City employment. Because of the permanency of such records, department directors must carefully review documents to determine their necessity before requesting entry to the "official" personnel file. The City Manager, in consultation with the City Attorney as needed, is authorized to develop administrative procedures concerning the proper storage of, and access to, records, including medical files, of current or former employees.

III. PROBATIONARY PERIOD*Initial and Promotional Probationary Periods***III. PROBATIONARY PERIOD**

1. The first six (6) months of employment, and following a promotion, serve as a probationary period for all non-at-will employees hired or promoted into regular full-time or part-time positions. The probationary period is used for the following:
 - a. To provide an adjustment period for an employee to become familiar with his/her job duties and responsibilities.
 - b. To provide on-the-job instruction, guidance and counseling.
 - c. To observe and evaluate employee job performance.
 - d. To remove or discharge an employee whose job performance fails to meet required work standards or who, for reasons stated in Section XI.B. of this Policy, must be removed or discharged for other reasons.
2. Probationary employees are not entitled to utilize the Employee Complaint Procedure (ECP) or appeal process unless a claim of unlawful discrimination is made, nor are they entitled to any hearing except as provided in Section XI.D.2.d. of this Policy.
3. Regular employees accrue paid leaves of absence during probationary periods. They may use accrued sick hours subject to normal approval procedures (after they have been credited to their accrual accounts). Newly hired regular employees on initial probation are not eligible to use vacation until they have passed initial probation. See Section VII.A.2.
4. Probationary employees who leave City employment are paid their accrued vacation leave balances in accordance with Section VII. A. of the Policy. This payment is made at the employee's base hourly pay rate in effect at the time of separation. If service is terminated by death, payment is made as authorized by Florida Statutes § 222.15.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-A

*A. General Policies***IV. PAY, HOURS OF WORK AND WORKWEEK***A. General Policies*

1. Due to the variety of services provided by City departments, certain employees may be required to work varying days and hours. Department directors schedule work that is necessary and beneficial for the efficient operation of the City. It is the responsibility of the department director to manage overtime within budgetary constraints. While the City does not currently do so, pursuant to 29 C.F.R. § 553.23, by accepting employment with the City, all overtime-eligible employees agree that the City may in the future elect to provide compensatory time in lieu of payment of overtime work in cash pursuant to adopted compensatory time policies. If a comp time policy is adopted in the future, employees may also be required, at the discretion of the City, to use compensatory time in lieu of vacation pay when requesting vacation time off.
2. Non-Exempt Employees
 - a. For purposes of this Policy, all employees not considered exempt will be considered non-exempt, and therefore subject to the minimum wage and maximum hour provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees are eligible to earn overtime or (if adopted in the future) compensatory time at one and one-half (1 ½) times their hourly rate.
 - b. Whenever a non-exempt employee becomes promoted or reclassified to an FLSA-exempt position, the employee shall have any accrued compensatory time (if any) paid to him/her at the employee's rate of pay of the non-exempt position he or she held immediately prior to his or her promotion.
3. Exempt Employees:
 - a. For purposes of this Policy, exempt employees are expected to work whatever hours are necessary to accomplish assigned duties and responsibilities. However, it is recognized that because exempt employees are often required to work irregular and/or extended hours, it is appropriate that they be provided a certain latitude in occasionally being away from their place of work during normal work hours. It is the responsibility of the immediate supervisor or the department director to determine if the absences are inappropriate.
 - b. If a compensatory time policy is adopted in the future, exempt employees are not eligible to be awarded compensatory time.
 - c. Department directors may suggest the exemption of certain job classifications from the provisions of the Fair Labor Standards Act (FLSA). However, the final determination is made and executed by the City Manager, in consultation with the City Attorney's Office.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-D

B. Allocation of Work Hours, Workweek and Work Period

B. Allocation of Work Hours, Workweek and Work Period

1. The *workweek* starts at 12:00 a.m. on Monday and ends at midnight the following Sunday. The normal full-time work schedule includes forty (40) hours during the workweek. These hours should not be construed as either a fixed minimum or maximum. Work hours that exceed a normal workweek may be required. Except as provided herein or as determined by the department director, in conjunction with the City Manager and payroll staff, normal hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.
2. *Lunch periods*- Bona fide meal periods (employee is completely relieved from duty for the purpose of eating regular meals) are not work time and are unpaid. The time scheduling and length of lunch periods are coordinated between the employee and the supervisor, according to that organization's needs. (Note: There is no federal or State of Florida law requiring meal breaks in industries or offices, with the exception that minors 17 years of age or younger shall not be permitted to work for more than 4 hours continuously without at least 30 minutes for a meal period.)
3. *Break (rest periods)* - Breaks (usually not more than 15 minutes each) may be permitted by supervisors when the work requirements allow them, and must be allowed for nursing mothers to express milk for up to one year after birth. Break periods are considered to be rest periods and must fall within working hours (work is performed immediately preceding and following the break period) and may not be accumulated for additional time away from work. (Note: There is no federal or State of Florida law requiring rest periods, but if they are offered, they must be counted as hours worked.)
4. *Flexitime* is the generic term for flexible scheduling programs - work schedules that permit flexible starting and quitting times within limits set by management. Flexitime requires employees to work a standard number of hours within a given time period (usually forty (40) hours during a five-day work week). Each City department has the option to use flexitime, if it can be adapted to better meet that organization's unique needs. However, each City department or division which elects to permit flexitime must, with the assistance of the Human Resources Staff, adopt a flexitime procedure which will be published to the department's employees and which will be uniformly applied within that department or division.
5. *Work-at-Home* - There may be times when certain projects could be performed by employees who are at home due to extenuating circumstances. Any such projects must be authorized by the department director and approved by the City Manager prior to at-home work being done. Employees approved to complete a project at home must be capable of performing the project, and the project must have definite parameters for measuring time necessary to perform the work. The employee will only be compensated for the hours to complete the project. City equipment is not to be used outside the regular workplace, unless authorized by the department director and approved by the City Manager. All hours worked at home must be reported.
6. *Medical Attention* - In accordance with 29 C.F.R., § 785.43, time spent by an employee in waiting for and receiving non-elective medical attention on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked except for worker compensation visits (see also section

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-D

B. Allocation of Work Hours, Workweek and Work Period

VII.B.8.a. of this Manual).

7. *Furlough* - Notwithstanding any other provision of these policies to the contrary, where the City Manager, in consultation with the Board of Commissioners, determines that current budgetary conditions require a reduction in the overall hours employees work in order to remain within the authorized budget, the operational hours of any one or more office, service or function of the City may be reduced for one or more weeks, days or hours, either consecutively or sporadically. Such periods of reduction may be either by complete closure or operation with a less than full staff as deemed necessary. Employees working within such offices, services or functions will be placed on unpaid furlough during such periods, and hours spent on furlough shall not count as hours worked for any purpose. Pursuant to 29 C.F.R. § 541.710(b), the City Manager is authorized to deduct hours spent on any furlough from any employee being compensated on a salary basis if budgetary constraints require the deduction.
8. *Electronic Timekeeping* – In recognition of the limitations which may be inherent in the electronic timekeeping systems the City may now or in the future use, including limitations on the delineation of actual lunch or break schedules, employees who are unable to enter the actual chronological times for such events shall not be subject to discipline for falsifying records. FLSA non-exempt employees must, however, ensure that their actual hours worked each day are truthfully and accurately recorded in any such system to ensure proper payment of wages due, including overtime and premium pay.
9. *Pay Class/Annual Base Salary Calculations* – Annual base salaries shall be calculated based upon the pay class and full-time equivalent assigned to the position.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-C

C. Pay Eligibility**C. Pay Eligibility****1. Extra Hours**

The necessity to work extra hours is made at the discretion of the City Manager. It is important that department directors ensure that extra hours are distributed equitably among employees qualified to perform the work, while giving consideration to the personal wishes of employees involved. However, it is ultimately the department director's decision to designate who will perform the extra hours.

For overtime control purposes, overtime-eligible employees are prohibited from coming to work early and leaving late for purposes of conducting work, or working through lunch periods or bringing work home, unless specifically authorized by their supervisor in advance. Supervisors shall monitor the workplace to ensure that employees who are not scheduled to be working do not remain in the workplace. Nothing herein is intended to prevent an employee from remaining in a City building during a meal period. However, during such period, the employee is not expected to, and is prohibited from, performing work of any kind (including answering phones or reviewing emails) for the City.

Unless otherwise specified by a collective bargaining agreement, an employee shall be required to work overtime when assigned unless excused by the supervisor. An employee who refuses to work overtime when assigned will be subject to disciplinary action for said refusal. An employee scheduled to work overtime who fails to fulfill the assignment for reported medical reasons will, at the City's discretion, be required to substantiate the medical absence with a doctor's note or similar proof.

Overtime shall be documented by the City's time off request form. However, if this is not feasible, a schedule of work hours or other form of written documentation should be available to support the designation of overtime.

a. Non-Exempt Employees

All hours worked over forty (40) in a workweek are considered overtime and are compensated by overtime pay. Absent emergency circumstances, overtime must be approved in advance by the manager with the authority to approve overtime.

b. Exempt Employees

For purposes of this Policy, exempt employees are paid on a salaried basis and are expected to work the hours necessary to accomplish assigned duties and responsibilities. Paid extra hours are only to be considered under the terms of an approved performance bonus plan.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-C

C. Pay Eligibility

2. Overtime Pay

Employees entitled to overtime pay are paid for each work hour in excess of forty (40) hours in the workweek at a rate of one and one-half (1 ½) times their regular hourly rate of pay, including premium pay differentials when applicable.

3. Compensatory (Comp.) Time

Time off in place of overtime is called compensatory (comp.) time. **The City does not allow accumulation of comp time.** However, it reserves the right in the future to begin doing so, in accordance with then-applicable federal regulations.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-C

C. Pay Eligibility

4. On-Call Status

- a. Exempt employees are ineligible for on-call status.
- b. An employee required to remain on-call (on City premises or so close that he/she cannot use the time effectively for personal purposes) is considered to be working in an on-call status. On-call hours are designated as work hours for the workweek and count towards overtime.
- c. On-call hours for non-exempt employees are eligible for overtime.
- d. On-call employees must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the department director or designee. As employees are compensated for on-call assignments, they must refrain from drinking alcohol, taking medications or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be subject to disciplinary action and will not be paid any on-call pay for that assigned period. On-call assignments should be distributed equitably among qualified employees, consistent with operational needs.

5. Rounding of employee time.

Pursuant to 29 C.F.R. § 785.48(b), the City adopts the right to round the time of FLSA-overtime eligible employees such that employee time from 1 to 7 minutes will be rounded down and not count as hours worked, and time from 8 minutes to 14 minutes will be rounded up and counted as a quarter hour of work time.

6. Certifications and degrees.

Based on the operational needs of the City, the City may designate certain positions to be subject to a requirement that the incumbent hold a certification or academic degree, or that they obtain such certification or degree within a set period of time after being hired or promoted. In accordance with the resources provided in the Commission's annual budget, employees who are required to obtain a certification or academic degree as provided above may be awarded additional compensation upon obtaining or receiving such certification or academic degree. In the event the City pays for some or all of the expenses associated with the employee's certification or degree, the City may require the employee, prior to receiving such expense reimbursement, to enter a repayment agreement should the employee leave City employment prior to the expiration of the repayment period. In the event an employee receives reimbursement assistance under such repayment agreement leaves during the repayment period, the employee agrees, as a term of employment, that the City may retain any wages or other payments due the employee upon separation in order to satisfy some or all of the repayment obligation, except that the City may not withhold wages beyond the prevailing Florida minimum wage for the hours worked in the final pay period.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-D

D. Work Time Records and Emergency Conditions

D. Work Time Records and Emergency Conditions

1. The City's Work Time Records or timecards are designed to meet the record-keeping requirements of the FLSA. Department directors are responsible for maintaining a record of work schedules for non-exempt employees.
2. **Exempt Employees:** Due to their exempt, salaried status and the expectation that they are often required to work irregular and extended hours, but have the latitude of occasionally being away from their workplace during normal work hours, exempt employees complete work records but do not have to complete a daily record of time worked. For payroll accounting purposes, they will need to record absences charged to employee benefit accounts (i. e., sick, vacation, holiday, etc.). Exempt employees are not required to create time worked records, unless absences are charged to their accrued benefit accounts.
3. **Non-Exempt Employees:** All hours (paid, unpaid or charged to accrual accounts) must be recorded in the City's time and attendance system daily for the non-exempt employee's scheduled work periods. Pay, including overtime pay, is calculated for each workweek and paid (if overtime pay) or credited (if comp. time) to employees on a bi-weekly basis. Non-exempt employees are required to sign their time records, either physically or, where provided, via electronic means.
4. After payroll has completed processing, original records of time worked are maintained by human resources for the appropriate periods set forth in the FLSA and Florida records retention schedule. To the extent the City employs an electronic time and attendance system, such records maintenance may be performed electronically.
5. **Emergency Conditions:** When the Board of Commissioners formally declares a state of emergency, City employees who hold positions designated to perform essential services during the actual emergency declaration period shall report to work when required. The City Manager or department directors may also require employees who perform essential services to work during actual or impending extreme emergency situations or conditions (weather, hazard, etc.), not declared as a "state of emergency."
6. **Pay for Work During Declared Emergency:** During a declared emergency, City offices and operations may close. Employees who are not directed to work in any capacity during such closure must not report for duty during such periods. Employees are not authorized to designate themselves as essential or to perform work of any kind for the City during a closure of City offices and operations, unless expressly directed to work by their director or the city manager.

For all employees in positions classified as FLSA exempt, such employees will receive no additional compensation for any hours worked during any declared emergency. FLSA non-exempt employees shall receive overtime at 1.5 times their regular hourly rate of pay for any hours worked in excess of 40 hours in a work week during any declared emergency regardless of what non-emergency hours he or she may have worked during any given work week and regardless of what specific work assignment such employee is given during the emergency period.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-D

D. Work Time Records and Emergency Conditions

Non-FLSA exempt employees shall not be compensated for any time off during such periods. FLSA exempt employees shall be paid their established salaries except that if they are not directed to perform any work during the entire work week, such employees shall not receive their salaries for that week.

Employees who are not compensated due to a closure during a declared emergency may, at their discretion, use any available vacation leave to accommodate otherwise unpaid periods. Employees may not use non-FMLA sick leave for such periods unless they demonstrate through medical documentation to their department director's satisfaction that they were medically unable to perform their duties during the period in question.

In the event a City holiday falls on a day where the City is closed due to an emergency condition, compensation of the holiday for employees not required to report for duty shall be as provided for in this policy with respect to holiday compensation. Employees required to work on a holiday during a declared emergency shall be entitled to take the equivalent unpaid time off with no reduction in leave balance once the declared emergency ends and the leave may be scheduled.

All employees with approved leave requests covering the declared emergency period, regardless of leave type, are subject to having such leave cancelled and to being recalled to duty during the emergency period. Directors shall make every effort to accommodate pressing conditions, and ill employees, when determining which employees to call back from leave. Notwithstanding the foregoing, employees who cannot report for duty due to a certified FMLA condition shall not be called back to duty during an emergency condition.

7. **Failure to Report for Duty When Assigned:** Any employee required to report for duty during an emergency condition who fails or refuses to report and/or to perform duties as directed will be subject to termination from employment. Failure to monitor on-call or stand-by phone numbers and respond to calls will constitute a failure to report. The only exception to this policy will be for employees physically or medically unable to report or perform as ordered, or where the employee is on pre-authorized FMLA leave during the emergency period. For non-FMLA medical conditions, the City will require after the fact medical verification of medical conditions, and reserves the right to require second opinion examinations. Employees claiming a physical inability to report when required are not permitted to cite a mere fear of travel during the emergency condition, or a general concern for not staying with family. Employees, particularly those designated by their departments as being critical responders during emergency conditions, have a responsibility to plan ahead for the safety and welfare of their families and the securing of their property so that they will have the ability to report when called. Only extraordinary incidents of inability to report wholly beyond the employee's ability to control will be excused.
8. **Meal eligibility.** The City Manager is authorized, within appropriate budgeted funds, to acquire and provide means for employees and volunteers engaged in eligible emergency work, including working in the City's Emergency Operations Center or working in the field, unless any such employee or volunteer is already receiving a per diem for means by virtue of any other employment benefit.

IV. PAY, HOURS OF WORK AND WORKWEEKSection: IV-

E. Salary Basis Questions**E. Salary Basis Compensation Questions**

1. It is Madeira Beach's policy to comply with applicable wage and hour laws and regulations. Accordingly, the City intends that deductions be made from your pay only in circumstances permitted by the Fair Labor Standards Act and the U.S. Department of Labor's rules governing the salary basis for pay for exempt employees. The improper pay deductions specified in 29 C.F.R. §541.602(a) may not be made from the pay of employees subject to the salary basis test.
2. If you have any questions or concerns about your salaried status, or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with your department director. If you have raised the matter with your supervisor and it is not resolved within ten (10) business days, or if, for any reason, you are uncomfortable discussing the matter with your director, you must submit your question or concern to the Human Resources Staff for review and response.
3. To ensure the City understands your question or concern and is able to conduct a proper review, any such question or concern which seeks the payment of wages allegedly owed must be made using the official HR form approved for that purpose. Any such question or concern must, at a minimum, include employee name, a brief description of the facts related to the question or concern, and the response of the employee's director, if any. The pay period(s) at issue should also be identified. If you are unable due to disability to submit your complaint in writing, a Human Resources representative will assist you in formalizing your question or concern, which you will then be asked to review and sign to ensure its accuracy.
4. The City is committed to investigating and resolving all compensation disputes as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any question or concern will be responded to within a reasonable time given all the facts and circumstances. If a review of the matter reveals you were subjected to an improper deduction from pay, you will be reimbursed and the City will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

IV. PAY, HOURS OF WORK AND WORKWEEK

Section: IV-1

F. Forms

F. Forms

1. Department directors, in conjunction with the Human Resources Staff, are responsible for investigating and ensuring job compliance for all positions (exempt and non-exempt) under applicable federal, state, local, and personnel policy guidelines. Any significant or important changes should be noted on the appropriate position description forms.
2. Changes (i. e., pay, classification, status, etc.) for exempt and non-exempt positions are initiated and approved by processing Pay Assignments and other pertinent forms. Procedures are set through "administrative" guidelines.
3. The Human Resources Staff ensures standardization of forms used throughout City departments. These forms are designed, updated and distributed from time to time under direction of the Human Resources Staff. To reduce the cost of purchasing, printing and storing paper, and to enhance efficiency, the Human Resources Staff shall endeavor to use electronic generation, electronic signatures, and electronic storage and retrieval systems for personnel records whenever possible.

V. CLASSIFICATION AND PAY PLAN

Section: V-A

A. General Policies

V. CLASSIFICATION AND PAY PLAN**A. General Policies**

The Madeira Beach Civil Service Commission, in cooperation with the City Manager, is charged with the on-going development of Madeira Beach classification and pay plans. This includes periodic studies relating to equitable classification categories and pay ranges. The goal of the Board of Commissioners is to maintain sound plans providing classification and pay structures that are fair, equitable, and systematic compared with other governmental jurisdictions and the private sector. This enhances Madeira Beach's ability to attract and retain competent employees to provide efficient services to the citizens of Madeira Beach.

The Civil Service Commission, working with the Human Resources Department, will periodically examine, by use of staff, consultants and such other resources available, market conditions and comparative wage data for relevant public and private sector employers, and based upon the results of this examination, will make a written recommendation to the City Manager and Board of Commissioners concerning wage adjustments. Based upon such written recommendations concerning the need for market equity adjustments, the City Manager may propose a budget including funds sufficient to implement such adjustments concurrent with a new fiscal year, and may implement same upon budget approval. Any such overarching market equity adjustments shall be confined by the budget approved by the Board of Commissioners for that fiscal year.

The Civil Service Commission, working with the City Manager, is charged with creating recommended classifications and pay plans (subject to budgets approved by the Board of Commissioners) as the City's business needs and operating experience dictate.

Madeira Beach reserves the right to organize itself, and classify and schedule its employees, in the manner deemed most effective and efficient at any given time, based on the needs of the community the City serves, and available City resources. Therefore, while the City will make every attempt to create stable career opportunities and work environments for employees, no City employee has any permanent right to claim any job title, classification, department, pay plan or rate, job description, benefit, schedule, shift, work location, co-worker(s) or any other aspects of the employment relationship other than those required by law to be provided.

V. CLASSIFICATION AND PAY PLAN

Section: V-D

B. Administration

B. Administration

1. Recommendations for assignment of authorized positions to classification titles and pay grades and recommendations for changes to existing classification and pay grade assignments are made to the City Manager by the Civil Service Commission and Human Resources Staff. Any such changes for administration positions shall become effective once approved by the City Manager.
2. Recommendations for staffing level changes which will result in an overall increase in the number of authorized employees under the City Manager or for which an increase in the overall operating budget is sought shall be submitted to the Board of Commissioners for approval. Staffing level reductions, or any transfer or reassignment of one or more City staff, either within or between departments, may be performed administratively by the City Manager.
3. In the event an employee voluntarily transfers or is involuntarily reclassified into a part time position from a full time position, such employee shall be entitled to the same payout of accumulated leave as is provided to full time employees who leave their positions, as set forth in Chapter VII of this Manual. However, employees demoted from a full time to a part time position as a result of disciplinary action shall not be entitled to such leave payout.

V. CLASSIFICATION AND PAY PLAN

Section: V-C

C. Application

C. Application**1. General**

- a. Notwithstanding any other provision of this Policy, no employee may receive any pay rate increase (other than for temporary duty performance) which would cause such employee to be compensated in excess of the maximum of the pay range established for the position such employee holds.
- b. Requests that are different from the parameters provided in Section V. of this Policy may be considered under exceptional circumstances. Such requests must be submitted, with appropriate justification, by the department director to the City Manager, who shall approve or decline such requests.
- c. At no time is an applicant or employee to be promised pay or conditions that are outside the parameters of the Policy, unless authorized through the approval process (as outlined in b. above). Any terms or conditions of employment, including but not limited to departures from established pay rates, moving expenses, hiring bonuses, language inducements, unique leave accrual rates, or transfer of unpaid leave balances or time in service, must, to be effective, be included in the written conditional offer of employment presented to the candidate by the City. Any other promises or representations made to a candidate not included in the conditional offer of employment shall not be valid or enforceable against the City.

2. New Hire Employment

- a. Initial employment in a classified position is normally paid the minimum of the assigned pay grade.
- b. Initial employment in a classified position may be paid at any rate agreed to between the City and an applicant. In establishing a pay rate offer, department director shall consider grant/program funding levels, current budgetary allocations and projected expenditures within the department, labor market conditions, equity and compression issues within the department, as well as candidate qualifications. Prior to extending an offer to a candidate which exceeds the mid-point of the pay range, the department must be able to provide appropriate justification to the Human Resources Staff. The Human Resources Staff shall review all proposed offers and, where an offer is in excess of the mid-point of the pay range established for the position, shall make a recommendation to the City Manager as to whether the proposed offer should be approved or denied.

3. Promotions

- a. *Advertised Promotion* occurs when a current employee is selected through open competition for a position in a higher classification. Subject to available resources and market conditions, employees promoted as a result of advertising to a classification in a higher pay grade will generally receive the greater of a 5% increase or entry level of the new pay grade. Directors may request higher increases for extenuating circumstances, but may not be offered to an employee prior to the Human Resources Staff's review and approval of the written documentation supporting the request. All current employees are encouraged to apply for promotions, and department directors and Human Resources

V. CLASSIFICATION AND PAY PLAN

Section: V.C

C. Application

Staff shall endeavor to make promotional opportunities known to current employees.

- b. Internal Promotion occurs when a qualified employee is placed in a higher position without advertising. Requests for internal promotions must be submitted to the Human Resources Staff by the department director with explicit support documentation (i. e., employee meets job requirements, will not create equity or other issues with other employees, is in the employee's career path, employee is already performing duties, and is in the best interest of the City). The Human Resources Staff shall either approve or deny the request. Pay guidelines are the same as outlined in V.C.3.a. above (Note: External recruitment helps build strong workforces. Therefore, positions below director level should usually be advertised. Internal promotions without first advertising should only be considered in unusual circumstances, such as recruitment difficulty, departmental health/safety criteria dictates immediate need to fill, internal candidate with extraordinary skills or background, etc.)

4. Demotions (Changes to Lower Classifications)

When an employee is demoted for any reason, the employee is requested to sign a statement of understanding, acknowledging the demotion and rate of pay. Signing this document does not mean that the employee agrees or disagrees with the action, only that he/she received notice of it. This acknowledgment is attached to the demotion paperwork sent to Human Resources for processing.

- a. An employee who applies through open competition, or requests a voluntary transfer, to a lower classification and pay grade, and is accepted; or who is involuntarily demoted to a lower classification for non-disciplinary reasons (i. e., inability to perform the duties of the job, reduction in work force, lack of work, reorganization, etc.), will be placed in the lower pay grade at the same percentage above the lower pay grade minimum as the employee's previous rate of pay was above the previous pay grade minimum. (See example below). This is subject to approval by the Human Resources Staff.

EXAMPLE: Employee's current hourly pay rate is \$10.00. Entry level pay rate for the current pay grade is \$9.00. To calculate the percentage over entry level, divide the difference (\$1.00) by \$9.00 = 11.11% over entry level. If the entry level pay rate for the lower pay grade is \$8.00 (\$8.00 plus 11.11% = \$8.888, rounded to \$8.89). Employee's new pay rate for the lower pay grade will be \$8.89.

- b. Notwithstanding the provisions of Paragraph 4.a. above, in order to ensure fair and equitable treatment, each case of demotion shall be reviewed individually. The department director must document any salary adjustment request that is different (either a greater rate or lower rate) from that provided in Paragraph 4.a. above and have the request approved by the Human Resources Staff.
- c. In cases where an employee is demoted as the result of disciplinary action, the disciplining director shall have the authority to assign the employee a pay rate lower than those otherwise specified for non-disciplinary involuntary demotions.

5. Temporary Assignments

V. CLASSIFICATION AND PAY PLAN

Section: V-C

C. Application

- a. **Acting Status.** Employees temporarily assigned to perform all duties of a higher-level position may receive additional compensation during the assignment at a rate determined by the City Manager. The assignment must be appropriately documented by the department director, and approved by the Human Resources Staff. Regular salary adjustments are granted during temporary assignments, and shall be applied to the employee's non-acting pay rate. Upon expiration of the acting status, the employee's pay rate will return to the same level it was prior to entering into acting status, but increased by any regular salary adjustments which occurred during that period. An employee may not be placed in acting status unless that employee meets the minimum qualifications of the higher-level position. Acting status begins and ends on the dates established by the Manager and agreed to by the employee. When a non-exempt employee is designated as "acting" in an open exempt position (such as a manager position open due to retirement where a new manager must be recruited), the employee shall be compensated during this acting status as an FLSA exempt manager and shall therefore not be eligible for overtime.
- b. **Additional Duties.** Employees temporarily assigned by their directors to perform additional duties while continuing to perform their regular duties may, upon request of the director and approval by the Human Resources Staff, be eligible to receive additional compensation over their current pay rate. However, when a non-exempt employee is only temporarily fulfilling the duties normally associated with an exempt position (such as to cover for a vacationing manager) in addition to their normal duties, the employee shall continue to be paid his/her normal rate of pay, and shall be eligible for overtime as may normally be applicable. Regular salary adjustments are granted during temporary additional duty status, and shall be applied to the employee's non-temporary duty pay rate. Upon expiration of the temporary duties status, the employee's pay rate will return to the same level it was prior to assignment of the temporary additional duties. Alternative forms of compensation for the performance of additional duties may be developed by the City Manager from time to time and may be utilized in lieu of the rate enhancement provided for above.

6. Reclassifications and Reorganizations

Market factors, evolving priorities, evolutions in equipment and materials, employee input, grant funding, or changing organizational needs may cause a particular position classification within the City to become subject to change. Madeira Beach continually evaluates these factors against classified positions accordingly and at times determines, where the position is not wholly eliminated, to re-classify and/or reassign one or a group of positions to better serve the needs of the City and its citizens. Such reclassifications/reassignments can be minor or significant, and may result in enhancing one or more positions and related duties and requirements, or decreasing duties and requirements. Such reclassifications/reorganizations are solely within the discretion of the City and no employee possesses any right or expectation to hold or keep any one position or set of duties. To ensure compliance with any applicable personnel policies or regulations, requests for reclassifications must be submitted by a department director in writing with supporting justification to the Human Resources Department which shall review and comment upon all reclassifications or reorganization requests regardless of number of employees involved. Every possible scenario cannot be described in a general policy document such as this Manual. However, in an effort to inform employees of the outcomes of common reclassification decisions, the following examples are

V. CLASSIFICATION AND PAY PLAN

Section: V-C

C. Application

provided:

- a. Employees reclassified to higher pay grades shall be compensated based upon the City's assessment of the factors set forth in subsection (c) below, and such compensation changes shall take effect on the first pay period after the effective date of the reclassification.
- b. In circumstances where an employee's position is downgraded based upon reorganization, market study, individual job analysis or other similar non-disciplinary reason, the employee will not normally have their pay rate reduced, though their pay grade may be reduced, based upon the City's assessment of the factors set forth in subsection (c) below.
- c. In reaching any decisions regarding the establishment of reclassifications and accompanying pay grades and rates, the City will consider various factors including, but not limited to, individual experience and years of service, individual work/discipline records, current compensation and where same falls within a new pay range, equity between and among similarly-situated positions and incumbent employees, market factors, established career ladders and budgetary constraints.
- d. Any reclassification or reorganization shall be presented to the Civil Service Commission prior to implementation.

7. Transfers/Lateral Transfers

Employees may be transferred to vacant positions with the same job title (transfer) or within the same pay grade, different job title (lateral transfer) without advertising, if appropriate justification is provided and the request is authorized by the department director, approved by the Human Resources Staff and future department director if transfer is to another department. Transfers/lateral transfers are not eligible for pay adjustments. An employee may not be transferred to a different position unless that employee meets the minimum qualifications of that position.

V. CLASSIFICATION AND PAY PLAN

Section: V-C

C. Application**8. Permanent Additional Duties**

Where an employee is permanently assigned significant additional duties not warranting a reclassification of their position, the employee's director shall work with the Human Resources Staff to determine a suitable wage rate increase.

9. Equity Pay Adjustment

- a. Equity Pay Adjustments are granted to maintain fair and equitable treatment of employees.
- b. Requests for equity pay adjustments may be submitted, with appropriate justification, by the department director to the Human Resources Staff for review and approval.

10. Retroactive Pay Adjustments

Retroactive pay adjustments may be considered under exceptional circumstances (such as where an employee performed assigned duties but due to accounting/recordkeeping error was not paid or where a pay-increasing certification was earned but unknown to the City). If a department director requests retroactive payment for an action, a written request must be submitted to the Human Resources Staff for consideration. If approved by the Human Resources Staff, the amount of retroactive compensation will be determined by Human Resources and Payroll. (NOTE: Nothing herein should be interpreted as authorizing any employee to be paid for work which was not authorized to be performed by the City. Employees performing unauthorized work shall be subject to disciplinary action). To the extent the adjustment results in a deduction from pay for wrongly-paid compensation, any such deduction shall not result in an employee being paid less than the established minimum wage for any given pay period.

11. Pay for Performance

In addition to any general wage adjustment that the Board of Commissioners may from time to time adopt, the Board of Commissioners may by separate resolution adopt a compensation program which includes variable wage increases linked to job performance. Such program may distinguish between exempt professional and managerial classifications, and full and part time hourly compensated employees. As to hourly employees, any such program shall be based upon quantifiable measures of performance and shall be designed and administered so as to ensure discrimination, favoritism or inconsistent application of eligibility criteria do not occur. In addition, pursuant to Florida Statutes § 215.425(3), the Board of Commissioners may from time to time adopt, by resolution, a performance bonus plan based on work performance which describes the performance standards and evaluation process by which such awards are to be given. Any such plan must be noticed to all employees prior to implementation. Nothing herein shall be interpreted as creating any requirement to develop or budget funds for pay for performance or bonus programs or policies, nor as creating an entitlement on the part of any employee to receive same.

VI. HOLIDAYS

Section: VI-1

A. Administration

VI. HOLIDAYS**A. Administration**

The following is offered as a guideline and is not considered to be all inclusive. Recognized holidays are subject to periodic review and revision by the Board of Commissioners.

1. Paid holidays are a City employee benefit. They may not be accrued for future use, and holiday hours taken shall not count as hours worked for any purpose other than FMLA eligibility.
2. A holiday must be taken in one (1) workday.
3. When a City-observed holiday occurs during an approved leave of absence with pay (i. e., vacation, sick, military, bereavement, etc.), and the appropriate leave is identified on the timecard, the employee will be paid for the holiday. (The holiday should be coded as "holiday" on the timecard.) If applicable accrued leave balances (i. e., vacation, sick, etc.) are charged on the timecard for the period in which the holiday occurs and the holiday is not coded as "Holiday," if eligible, the employee will be credited for the appropriate accrued leave upon written request from the department director to the Human Resources Staff.
4. An employee who is not on an approved leave of absence and is absent from work on the day preceding or the day following a City observed holiday is required by the department director to explain the absence. If the absence is approved, appropriate accrued balances will be charged on the timecard. If the absence is not approved, or if the employee has no appropriate accrued balances to be charged, the employee is not paid for the unapproved absence, nor for the holiday, and may also be subject to discipline.
5. When an employee is scheduled to work on a City observed holiday and fails to report for duty, the employee shall not be paid for the holiday and may be subject to discipline.
6. When a City observed holiday occurs during a leave of absence without pay, i.e., FMLA, suspension, sick/vacation with no accrued leave balances, administrative leave pending discipline, etc., the employee will not be paid for the holiday.
7. When a City observed holiday occurs within a period of Workers' Compensation benefit pay, holiday hours shall be paid to bring the employee's pay to 100 percent pay status for that day.
8. When a holiday falls on a Saturday, it is observed on the preceding Friday. When a holiday falls on a Sunday, it is observed on the following Monday, except as may be determined otherwise by the City Manager.
9. When a holiday falls outside of an employee's regular work schedule, the employee will be paid straight time for the holiday at 8 hours multiplied by the full-time equivalent (FTE). These hours will not be subject to overtime consideration or count as hours worked for any purpose.

VI. HOLIDAYS

Section: VI-B

B. Listing of Holidays

B. Listing of Holidays

Holidays recognized are as follows:

1. New Year's Eve – December 31
2. New Year's Day - January 1
3. Martin Luther King's Birthday - Third Monday in January
4. President's Day - Third Monday in February
5. Memorial Day - The last Monday in May
6. Juneteenth – June 19
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Friday After Thanksgiving Day
12. Christmas Day - December 25
13. Day before or after Christmas (determined annually by the City Manager).
14. Two Floating Holidays
 - a. Floating holidays are to be taken during the year in which they are awarded. Failure to use available floating holidays by the end of the calendar year will result in those days being lost.
 - b. OPS (temporary) employees are not eligible for floating holidays.
 - c. Since daily scheduled work hours can vary depending on an employee's status and job assignment, the number of hours to be paid as a floating holiday must be equal to the number of regular work hours scheduled for that day. Floating holiday hours used do not count as hours worked for any purpose.
 - d. While on unpaid leaves of absence employees are ineligible to use a floating holiday.
 - e. Notwithstanding the availability of floating holidays to employees, advanced permission to use a floating holiday must be obtained, and the department director has the sole discretion (with the Manager's concurrence) to allow a floating holiday to be used on any particular day, or to rescind a prior approval where the urgent needs of the City so require, and no reasonable alternative is present.
 - f. Employees who separate from City employment and are rehired within the same calendar year are ineligible to use a floating holiday if it was used prior to separation.

VII. LEAVES OF ABSENCE

Section: VII-A

A. Vacation Leave; Maternity/Paternity Leave

VII. LEAVES OF ABSENCE

A. Vacation Leave; Maternity/Paternity Leave

1. Full-time employees who fill established positions earn Vacation Leave credits. For health and well-being purposes, employees are encouraged to use their vacation leave each year and it is recommended that supervisors ensure employees are given that opportunity. Vacation Leave taken for purposes which qualify for FMLA coverage will be designated as FMLA Vacation Leave. Scheduling preference (where such decisions become required such as traditional holiday seasonal request increases) will be made by the department director based upon the operational needs and efficiencies of the department, seniority, timing of request, and any other factors which the department director deems appropriate. However, employees are encouraged to plan for vacation leaves in advance, particularly for holiday periods, by mid-year. Floating holidays must be taken or scheduled by July 1st of each year.
2. A new hire or rehire will accrue leave at the listed rates, but cannot use it until probation is complete. However, a newly-hired or rehired employee must have successfully completed the initial probationary period before being eligible to use vacation. Promoted employees on probation may use vacation leave without restriction. The City Manager may approve an exception to this policy for specific reasons. An employee who leaves the employment of the City during a new-hire probationary period will forfeit all vacation leave. Vacation leave will not be accrued while an employee is on leave without pay, or in any other non-pay status.
3. Accumulated vacation leave will be tracked by payroll. Employees who do not use their vacation leave by the end of the calendar year shall forfeit their remaining unused leave. Accruals will be tracked by the City on the last day of each calendar month, crediting each eligible employee with leave earned for the month past. Advance vacation leave payments will only be made when approved by the City Manager and will be distributed on a regular payday. Vacation leave for department directors shall be 15 days (10 hours/month) for 0-10 years of service and shall thereafter follow the accrual rate of general employees. For all other employees, vacation leave shall accumulate pursuant to the following chart:

Years of Service	Vacation Leave Accrual Earned	Minimum Accrual	Max Accrual Allowed 400 hours
0 through 4 years, 11 months	10 days (6.66 hours per month)	80	160 hours
5 years through 9 years, 11 months	15 days (10 hours per month)	120	240 hours
10 years through 19 years, 11 months	20 days (13.33 hours per month)	160	320 hours
20 years or more	20 days plus one day per year of service over 20 years with a maximum of 25 days annual leave per year	160	320 hours
21 years	14 hours	168	336 hours
22 years	14.66 hours	176	352 hours
23 years	15.33 hours	184	368 hours
24 years	16 hours	192	384 hours
25 years	16.66 hours	200	400 hours
Vacation leave must be used by Dec. 31 each year			

VII. LEAVES OF ABSENCE

Section: VII-4

A. Vacation Leave; Maternity/Paternity Leave

4. Department Directors will approve requests consistent with operational requirements. Restrictions regarding scheduling remain a management right and may be necessary during certain periods of the year. Vacation leave may be taken in fifteen (15) minute increments.
 5. Employees who become hospitalized while on vacation leave may use sick time for such period of illness, provided they submit a doctor's certificate documenting same.
 6. Upon separation from City employment, employees, except for those on initial probation, will be paid for all unused annual leave pro-rated to the date of separation, at the employee's current hourly wage. The City does not pay-out annual leave for DROP participants. Annual Leave may not be used for last days of employment in lieu of working, unless approved by the City Manager.
 7. Sick Leave accruals cannot be used or paid out as vacation leave.
 8. Notwithstanding any provision of this Policy referring to "calendar year," accruals of leave balances shall be governed by the City's adopted payroll tracking system, and may be calculated by the payroll calendar year used by that system.
 9. Notwithstanding the requirement to use vacation leave by the end of the calendar year or forfeit same, in recognition of the change in the City's prior "buy out" policy, employees may receive a one-time payout of accrued vacation leave until July 1st 2025.
10. Paternity/Maternity Leave
- a. Full time employees who have worked for the City for at least 1250 hours shall be entitled to the following maternity/paternity leave:
 - (1) Four weeks (160 hours) of paid maternity leave for (a) birth mothers immediately following the birth of a child, or (b) maternity/paternity leave for a non-birth parent within the first 12 months of the birth or adoption of a child to permit parental bonding with the child.
 - (2) In the event both parents work for the City, they may share the maximum four weeks between them in any manner they desire.
 - b. This maternity/paternity leave shall be in addition to the vacation leave benefit set forth in subsection (A) above, and is in addition to any paid or unpaid leave taken by employees pursuant to the FMLA birth or adoption provisions in Section VII(K) of this Policy.

VII. LEAVES OF ABSENCE

Section: VII-5

*B. Sick Leave**B. Sick Leave*

NOTE: Family and Medical Leave Act (FMLA) will be considered and, if applicable, will run concurrently with Sick Leave. (See FMLA Section: VII.L.)

1. Full-time employees who fill established positions earn Sick Leave credits each pay period at the rate of 96 hours per year (8 hours per month), pro-rated if the employee works less than 40 hours). Part time and temporary employees are not eligible for paid sick leave. Tracking of sick leave accruals is by the fiscal year.
2. Employees using sick leave are paid at the hourly rate in effect at the time the approved sick leave is taken, but such leave used shall not count as hours worked for any purpose other than FMLA eligibility.
3. During leaves of absence with pay, employees continue to earn sick leave credits (with the exception of employees drawing hours from the sick leave bank or Long-Term Disability insurance coverage).
4. Full-time employees who fill established positions may accumulate unlimited sick leave.
5. Sick leave earned during any pay period is credited to the employee on the last day of that pay period. In the case of employment termination, it is credited on the last day the employee is on the payroll. Employees who submit notice of resignation may not use sick leave during the last two weeks of employment unless the employee had, as of the date notice was submitted, an FMLA Certification of Healthcare Provider and related request for FMLA use on file.
6. Use of sick leave credits cannot be authorized prior to being earned and credited. Sick leave may be used only with approval from the department director or designee.
7. Sick leave hours are charged to an employee's sick leave account. If accumulated sick leave is exhausted, the employee may request through the appropriate departmental authority to use vacation, sick leave bank, or floating holiday (may be used only as a whole day) leave to cover remainder of the absence.
8. Sick leave can be authorized for the following purposes:
 - a. Personal Sick Leave
Personal Sick Leave is for an employee's personal illness, injury, or exposure to a contagious disease which could endanger other employees. Any sick leave credits used for these reasons are authorized in accordance with provisions of Section VII.B.9. For purposes of this Policy, personal illness includes complications in pregnancy, miscarriage, childbirth, and recovery from these. Note: Medical Attention - In accordance with 29 C.F.R., § 785.43, and Section IV.B.6, time spent by an employee in waiting for and receiving non-elective medical attention (with the exception of worker compensation-related visits) on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked.
9. The employee has the responsibility of notifying his/her supervisor or other designated personnel when sick leave absence is necessary. This notification should be given prior to the absence, if possible, or as soon as possible on the first day of absence. Upon request, an employee may be permitted to use sick leave credits if the following procedures are followed:

VII. LEAVES OF ABSENCE

Section: VII-5

B. Sick Leave

- a. Prior to authorizing an employee to use sick leave credits, the department director may require the employee to certify that the absence is for reasons outlined in this Policy. The department director may require sufficient and specific medical documentation of the need for leave prior to authorizing sick leave pay. Sick leave pay may be denied to any employee who fails to provide requested documentation.
- b. After three (3) consecutive workdays (regardless of number of scheduled hours in any workday) of sick leave absence, the employee shall be required to provide FMLA medical certification from a certified health care provider before being authorized to use additional sick leave credits, unless deemed unnecessary by the department director based upon facts already known.
- c. Employees may be required to report periodically (no more often than seven (7) calendar day intervals) on the status of their sick leave and intent to return to work, and may be required to submit (no more often than thirty (30) day intervals) medical certification/re-certification from a certified health care provider if their sick leave continues.
- d. Employees may be required to convalesce at a specific location, such as a health care facility or at home when deemed necessary by the department director to prevent abuse of sick leave.
- e. Upon returning to work following a long-term illness or injury, an employee may be required to provide medical certification from a certified health care provider showing he/she is safely able to perform the essential functions of his/her job with or without reasonable accommodation.

VII. LEAVES OF ABSENCE

Section: VII-5

B. Sick Leave

10. An employee who refuses to comply with the above stated requirements is not eligible to use sick leave credits. Any unapproved absence from work will be considered unauthorized and may subject the employee to disciplinary action in accordance with the provisions of Section XI. of this Policy.
11. Employees providing written documentation from a certified health care provider indicating that the employee is unable to perform regular job duties due to an accident, illness, or medically related reason, with the approval of the department director, may be placed on light duty status or assigned to perform other temporary duties which will not be prohibited by the condition during recuperation, within the following guidelines:
 - a. The employee's hourly rate of pay remains the same, including personnel working non-standard schedules (such as 24/48 shifts).
 - b. If requested by the employer, the employee submits to a physical examination by a certified health care provider (selected and paid for by the department) prior to approval (or continuation) of the temporary status. Failure to comply could result in denial of use of further sick leave.
 - c. The temporary status may be approved by the department director for a period not to exceed three (3) consecutive months.
 - d. Requests to remain in the temporary status in excess of the three-month period must be authorized by the City Manager. Such requests will only be considered under exceptional circumstances.
 - e. Approval of temporary light duty is in the sole discretion of the City and is conditioned upon the availability of budgeted payroll funds to pay the employee and/or temporary workers at the same time, the disruption which may be caused to other workers in the workplace, the needs of the department, and the availability of bona fide light duty work to be done.
 - f. With documentation from a certified health care provider stating the employee may return to regular, unrestricted, full duty status, the employee will resume his/her regular position.
 - g. When approved to return to regular, unrestricted, full duty status, failure by the employee to do so could result in termination of employment under Section XI. of the Policy.
 - h. Approval of temporary light duty does not signify the City's agreement that the employee is a qualified individual with a disability under the Americans with Disabilities Act ("ADA") or the Rehabilitation Act, or that the employee is covered by the terms of the FMLA, or abrogate any defense that the City may have under the civil rights laws.
 - i. Employees who are determined to be unable to perform the essential functions of their job may either request a reasonable accommodation under Section IX.E, or where no accommodation is available, be referred to the Alternate Employment Program under Section IX.F.

VII. LEAVES OF ABSENCE

Section: VII-8

B. Sick Leave

12. Payment of Unused Sick Leave

NOTE: Payment for unused sick leave balances for contract employees will be in accordance with the contract in effect at the time of separation.

- a. On the effective date of this Policy, unused sick leave credits shall expire upon an employee's separation from City employment.
 - b. Notwithstanding the expiration provision in subsection (a) above, in recognition of the change in the City's prior policy of paying out 25% of sick leave upon separation, employees may request a one-time payout of 25% of accrued sick leave until July 1st 2025, or may donate that same amount to the sick leave bank by that date.
13. Notwithstanding any provision of this Policy referring to "fiscal year" or "calendar year," accruals of leave balances shall be governed by the City's adopted payroll tracking system, and may be calculated by the payroll calendar year used by that system.
14. The City Manager is authorized to administer an employee leave donation program (referred to herein as sick leave bank) wherein employees may elect to voluntarily donate sick leave for use by other sick leave-eligible City employees. The terms and conditions of any such program shall first be reviewed by the Civil Service Commission before being implemented. Employees may not be compelled to participate in any such program.

VII. LEAVES OF ABSENCE

Section: VII-9

*C. Personal Medical Appointment Leave**C. Personal Medical Appointment Leave*

1. With prior approval, Personal Medical Appointment leave allows eligible employees to attend personal medical-related appointments when it is not possible to arrange for appointments during off-duty hours.
2. Approved personal medical appointment leave is charged to an employee's sick leave account. Personal medical appointment hours are not considered hours worked towards overtime.
3. Personal medical leave will be recorded appropriately on the timecard (i.e., sick, FMLA, or no pay), in accordance with established pay codes for such leave. Where applicable, use of this leave will also be classified as FMLA protected and recorded as such. Departments are responsible for ensuring that FMLA coverage be documented where applicable.
4. Since medical facilities have varying waiting periods for appointments, there is no set limit for number of hours for an appointment. The employee should give his/her best estimate at the time of submission of request to the department.
5. Only the time used for the medical appointment, plus travel time to and from the appointment, may be coded as personal medical appointment leave. In addition, where the appointment is for an invasive medical test requiring pre-test preparation or a recovery period which causes an employee to be unable to report for duty, such preparation or recovery time may also qualify as personal medical appointment leave.
6. If there is a question that an employee may be abusing personal medical appointment leave, the department director may require verification of appointments.
7. Requests for personal medical appointment leave should be submitted with as much lead-time as possible. Personal Medical Appointment Leave may not be used for worker compensation examinations, treatment, etc., which must instead be coded as worker compensation leave.
8. If covered under the Family and Medical Leave Act, as evidenced through execution of adequate certification and employer response forms, personal medical appointment leave will not be used in evaluating an employee's performance.

VII. LEAVES OF ABSENCESection: VII-**5****D. Bereavement Leave****D. Bereavement Leave**

1. Paid leave may be authorized for probationary and regular employees (OPS employees are ineligible) who have a death in their "immediate" families (see 2. below). The following procedures apply:
 - a. Bereavement leave may be authorized (excluding holidays if scheduled to work the holiday) for up to three (3) scheduled workdays (five (5) days if the deceased family member lived outside of Florida).
 - b. Bereavement leave is separate and distinct from other types of leave and is not chargeable to any accrued leave balance (i.e., sick, vacation, etc.). Bereavement leave does not count as hours worked towards overtime.
 - c. In the event a family death occurs during an employee's approved sick or vacation leave, the time missed due to the death may be designated as bereavement leave, if eligible. The actual leave account charged (i. e., sick, vacation, etc.) can be adjusted through a request from the department director to the Human Resources Staff.
2. Definition of Immediate Family

For the purpose of administering this type of leave, "Immediate Family" is defined as the following persons, as related by blood or law to the employee and/or the employee's spouse: spouse, child, step-child, foster child, grandchild, parent, step-parent, grand or great grandparent, step-grand or step-great grandparent, brother, sister, half-brother, half-sister, step-brother, step-sister, or legal guardian. The definition also includes an individual for whom the employee or the employee's spouse is the legal guardian, and any other family member of the employee or of the employee's spouse who was a full-time resident in the employee's household immediately preceding the death.

3. Proof of Purpose of Leave

Validation of the request is left to the discretion of the employee's department director.

VII. LEAVES OF ABSENCE

Section: VII-11

*E. Military Leave**E. Military Leave*

1. For purposes of interpreting this Section, the general term "Military Leave" includes both Military Leave, as provided for in subsection (2) below, and Military Call, as provided for in subsection (3) below.
2. Military Leave: In accordance with Chapter 115, Florida Statutes, City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall, upon presentation of a copy of the employee's official orders, be granted military leave on all days during which the employee is ordered to active duty or inactive duty for training. Such employees shall not be required to work or use accrued personal leave on any day during which they are engaged in training under official orders. Whether continuous or intermittent, such leave with pay may not exceed 240 working hours in any one annual period beginning January 1 and ending December 31. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character, including assignments under applicable FEMA or USERRA regulations, shall be without pay unless required by federal law.
3. Military Call: City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, who are ordered to active military duty shall, upon presentation of a copy of the employee's official orders, be granted military leave beginning with the day ordered to duty and ending up to 31 days after the date of release from the military service or from hospitalization continuing after discharge, unless a longer period is required by the FMLA. The first thirty (30) calendar days of such leave shall be with full pay. (Note: Employees would only be compensated for scheduled workdays during this 30-day period.)
4. Scheduled workdays for which Military Leave is taken under the rules outlined in subsections (2) and (3) above will be compensated as Military Leave or Military Call (as applicable) and will not count towards overtime. If an employee approved for Military Leave is scheduled to work a shift which qualifies for premium pay differential, Military Leave hours will be compensated at the appropriate premium pay differential rate.
5. Employees requesting Military Leave shall furnish the department director with competent orders from the appropriate military command as valid evidence of such duty status. These orders shall be kept in the employee's departmental personnel file. Since "competent orders" are not always defined or consistent, department directors should consult with the Human Resources Department for guidance.
6. Any absence in excess of the limits set in subsections (2) and (3) above may, upon request by the employee and approval by the appropriate supervisor, be covered by accrued vacation leave, accrued comp. time or floating holiday. If not requested by the employee or approved by the appropriate supervisor as vacation, comp. time, or floating holiday, such absences in excess of the limits shall be approved as military leave without pay. However, such leave shall be without loss of seniority, time or efficiency rating. Should any portion of the leave be paid leave, the employee shall be entitled to accumulate all benefits granted under paid leave status.
7. Madeira Beach employees called to active military service will not be discharged, reprimanded, or in any other way penalized because of their absence due to such service.

VII. LEAVES OF ABSENCE

Section: VII-

E. Military Leave

The employee's position may be filled by another employee with substitute or temporary status. Upon separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location.

8. Veteran's Leave: A City employee filling a regular established position and who has been rated by the United States Department of Veterans Affairs or its predecessors to have incurred a service-connected disability and has been scheduled by the United States Department of Veterans Affairs to be examined or treated for the disability, shall be granted veteran's leave for such reexamination or treatment without loss of pay or benefits. The maximum veteran's leave authorized for this purpose shall not exceed six (6) calendar days in any one annual period beginning January 1 and ending December 31. Hours used are not counted as hours worked toward overtime.
9. Issues of military leave not addressed in this policy shall be resolved as provided for state employees in applicable provisions of the Florida Administrative Code, Florida Statutes, and federal law.

VII. LEAVES OF ABSENCE

Section: VII-

*F. Jury Leave**F. Jury Leave*

1. Whenever an employee (full-time, part-time or temporary OPS) is called for jury duty, upon presentation of the summons to his/her supervisor, the employee will be excused from scheduled work days and will receive Jury Leave pay for hours actually performing such duty, but not exceeding their scheduled work hours. The employee will not be compensated by the City for Jury Leave on unscheduled workdays unless the employee requests to substitute a night or weekend shift or portion thereof immediately preceding or following jury duty. The employee keeps any jury fees received.
2. Paid Jury Leave hours are considered as hours worked for all compensation purposes including calculating hours worked towards overtime. The City does not reimburse an employee for meals, lodging, travel, or any other expenses incurred as a juror.
3. Employees are required to report to work if excused from jury duty during their regular working hours. However, if their scheduled shift has been filled or they are not otherwise needed to complete the shift, they may, with supervisory approval, charge the balance of their scheduled work hours to their vacation leave account, or take the time off without pay, but only to the extent they are not able to make up regularly-scheduled hours by means of flex time assignment.
4. An employee called to jury duty shall promptly notify his or her department director and provide a copy of the court summons so that arrangements may be made in advance for his or her absence from work. Where so requested by an employee's department director, an employee will provide the director with a statement of actual days spent on jury duty service (such as by memo or e mail) before compensation is approved. Where the Clerk of Court engages in "day prior call in" programs (where unseated jurors call a number to determine whether their presence will be needed the next day), employees who discover their presence at the courthouse will not be required the following day (but who have not yet been released from duty) shall report to work on that day unless otherwise ordered by the Court. Once an employee is released from duty, he or she shall inform the department and report to work as required in Paragraph 3 above.
5. An employee called to jury duty while on vacation leave shall be allowed jury duty pay for that time served in court which corresponds to his or her regular workday. Such employee shall have his or her vacation leave hours restored provided satisfactory evidence of the time served on jury duty is presented to the department. In the event a holiday occurs during the period an employee is serving on jury duty, he or she shall receive holiday pay for the holiday rather than jury duty pay.
6. Employees who have a normal work schedule outside the regular business day (night or weekend shifts) who are summoned for jury duty during the business day immediately following the scheduled shift shall, if they request, be permitted to be excused from their scheduled work shift (or portion thereof) immediately prior to the jury duty day, in order to rest or otherwise prepare for their jury service. However, such excused period shall not exceed 8 hours and, where an employee requests to be excused from work for a portion or all of a scheduled shift, the employee shall not be compensated for the shift or portion thereof, not actually worked (unless vacation leave is used) but shall only be compensated for jury duty equal to the number of shift hours missed performing such duty. Notwithstanding the general requirement for employees to report to duty should they not be required to spend an entire day of jury duty service, night/weekend shift employees who serve any portion of a day for jury duty without taking time off their regular shift shall be paid for the entire shift, not to exceed the number of work hours scheduled.

VII. LEAVES OF ABSENCE

Section: VII-G

*G. Witness Leave**G. Witness Leave*

1. An employee appearing as a witness for the City in a court case or administrative proceeding within the boundaries of Pinellas County, in which the City is a party, including depositions, post-termination proceedings, mediation or arbitration proceedings, or who is subpoenaed as a witness in a court case or administrative proceeding in which the employee's testimony is related to official City business, is considered to be on duty during such appearance (not including travel time), even during off-duty hours. The employee must remit to the City any witness fee received in connection with such appearance. In the event the litigation is in a forum outside Pinellas County, and the employee attends as a witness for Madeira Beach, he/she shall be entitled to per diem expenses in accordance with Florida Statutes § 112.061. However, in the event the litigation is in a forum outside Pinellas County, and the employee is subpoenaed by a party other than Madeira Beach, the employee may keep any reimbursement of travel expenses, and he/she shall not be entitled to reimbursement of per diem expenses from the City.
2. An employee who voluntarily appears at a court or administrative proceeding, as defined above, on behalf of a party litigating against the City shall be ineligible for witness leave pay by the City for any time spent at such proceeding and must attribute such time to appropriate available leave balances or take leave without pay.
3. An employee who becomes a party in, or appearing as a witness in any case other than those described in Paragraph 1. is considered to be off duty, and must attribute such time to appropriate available leave balances or take leave without pay. Under such circumstances, the employee is entitled to keep any witness fee received. The only exception to this provision is where a City EMT or Paramedic who, while off duty, renders medical aid or assistance at an accident scene or emergency event and by so doing becomes a witness. In such cases, the EMT or Paramedic will be paid as described in Paragraph 1. above.

VII. LEAVES OF ABSENCE

Section: VII-11

H. Disability Leave**H. Disability Leave**

Note: Family and Medical Leave Act (FMLA) eligibility will be considered and may run concurrently with Disability Leave. (See FMLA Section: VII.L.)

1. Workers' Compensation

- a. An employee who suffers accidental injury arising out of work performed in the course and scope of City employment may qualify for benefits during periods in which the employee is unable to work, as provided in the Workers' Compensation Law, F.S. Chapter 440. Any employee who has suffered an injury or illness while at work is required to report that injury or illness on an appropriate City form as soon as possible. Supervisors or managers who are aware of such illness/injury are required to provide the appropriate form to the employee, to compel the employee to complete it, and to promptly report the incident to the director and human resources staff.
- b. The City's human resources staff administers all workers' compensation claims and benefits.
- c. An employee receiving workers' compensation wage benefits may, at the employee's election, use available leave balances, in accordance with Section VII.B.7, to supplement those benefits. The supplemental payments plus workers' compensation benefits cannot exceed the employee's regular salary. Time spent by an employee accessing treatment for a workers' compensation covered injury does not count as hours worked toward overtime.
- d. In accordance with Section VII.B.11, an employee who is released to light duty by the workers' compensation primary care provider may, at the discretion of the department director, be assigned to perform other than his/her regular duties during recuperation. An employee who refuses to accept a light duty assignment will be ineligible for other disability leave, may lose workers' compensation benefits, and will be subject to disciplinary action under Section XI. of the policy.
- e. An employee who refuses to return to work after being released to unrestricted full duty by the workers' compensation primary care provider will be subject to discipline, including discharge, or may be deemed to have abandoned his/her job and resigned.
- f. Nothing in this sub-section eliminates or reduces an employee's rights under Florida law, to appeal workers' compensation decisions, nor should it be read as guaranteeing light duty work. Where no bona fide light duty work is available within the employee's department, the employee may be required to remain out of the workplace until recuperated. While no employee will be retaliated against for having submitted a claim for benefits and will give every opportunity for employees to recover from work-related injuries, the City reserves its right under law to terminate any employee for the inability to perform the essential functions of his or her job where the needs of the City so require. (See Section IX-E).

2. Short-Term Disability Leave/Reasonable Accommodations/Fitness for Duty Exam

- a. All employees of the City are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the employee's department, in consultation with the Human

VII. LEAVES OF ABSENCE

Section: VII-1

H. Disability Leave

Resources Department, to work with the employee to identify reasonable accommodations, which will permit the employee to perform all essential job functions. This process may take more than one try, depending on the specific facts of the case. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the department wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her job functions. The Human Resources Department, with appropriate advice from the City Attorney's Office, should be consulted where any questions arise over the identification of accommodations.

- b. A department director who, through appropriate medical documentation or written representations from the employee, becomes aware that an employee is unable to perform the functions of his/her job due to illness or injury, will explore with the employee any workplace accommodations which may permit the employee to perform the affected job functions. In conjunction with this accommodation search, or in instances where the facts reveal that an accommodation is not possible or legally unreasonable, the department may require the employee to submit to a fitness for duty medical examination by a physician named and paid for by the department. The City's inquiry is limited to whether the employee is able to perform job-related functions and if not, the probable duration of the disability and expected return to full duty. If the medical examination confirms that the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee may request to be placed on short term disability leave for up to thirty (30) calendar days. The granting of such request is at the discretion of the department director. **NOTE:** Outside of a worker compensation claim or a City-paid fitness for duty examination, department employees, including directors, should NOT be directly communicating with healthcare providers of employees. Instead, all such communication will be made through the employee to the provider in writing.
- c. At the outset of short-term disability leave, the department director informs the employee in writing of the maximum duration of the leave and that, at the conclusion of that time period, the employee is expected to return to unrestricted full duty work, if he/she is able to perform the essential functions of the job with or without reasonable accommodation.
NOTE: The granting, denying, or administration of short-term disability leave under this rule relates only to the ability to remain on the City's payroll as an employee and does not constitute, and is in no way related to, any disability insurance policy or other benefit to which an employee may be entitled on becoming disabled, whether such policy or benefit is issued through a City insurance program or via a private insurer.
- d. An employee placed on short-term disability leave is required to use sick leave hours. If sick leave is exhausted, the employee may request use of vacation or floating holiday (must be used as a whole day) credits. If the employee uses all such leave or does not have enough leave to cover the duration of the short-term disability leave period, the employee may request to be placed on leave without pay for the balance of the short-term disability leave period.
- e. If, at the conclusion of the short-term disability leave, the employee is still unable to perform the essential functions of his/her job with or without reasonable accommodation, the following options are available:

VII. LEAVES OF ABSENCE

Section: VII-11

H. Disability Leave

- (1) The department director may require the employee to submit to another medical examination as described in Section VII.I.2.a. If the examination reveals that the employee is able to perform the essential functions of the job with or without reasonable accommodation, the employee must return to work or face discharge in accordance with Section XI-B. of the Policy, or be deemed to have abandoned his/her position and resigned.
 - (2) The employee may request an extension of short-term disability leave for another thirty (30) calendar day period not to exceed a total of three (3) consecutive months. The department director may require the employee to produce medical certification indicating that he/she remains unable to perform the essential functions of the job during these periods. Such requests may be granted under exceptional circumstances, depending on the operational needs of the department.
 - (3) The department director may refer the employee to the Alternate Employment Program, as outlined in Section IX-F of this Policy.
 - (4) The department director may accept the employee's voluntary written resignation for reason of inability to perform assigned duties.
 - (5) The employee may be non-disciplinarily separated for inability to perform.
- f. While under short-term disability leave without pay, the City will continue to pay the employer portion of any group health premiums, however, it is the employee's responsibility to pay any group health and life insurance premiums that are normally paid by the employee. Such monthly premiums must be paid by the employee prior to the effective month of coverage (or as otherwise required by the plan); otherwise, coverage may terminate.

VII. LEAVES OF ABSENCE

Section: VII

*I. Domestic Violence Leave**I. Domestic Violence Leave*

1. Pursuant to Florida Statutes § 741.313, an employee who has been employed for 3 or more months is permitted to request up to 3 working days of paid or unpaid leave during any rolling 12 month period if the employee, or a family or household member of the employee is the victim of domestic violence, where such leave is taken to:
 - a. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
 - b. Obtain medical or mental health care for the employee or family or household member to address injuries resulting from an act of domestic violence;
 - c. Make the employee's home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or
 - d. Seek legal assistance or attend court proceedings arising from an act of domestic violence.
2. Domestic violence leave shall be coded as paid vacation or sick leave (depending on whether the reason for taking the leave is to seek medical treatment or not) to the extent the employee has sufficient balances in his or her relevant leave account. Otherwise, the leave shall be coded as no pay.
3. Except in cases of imminent danger to the health or safety of the employee or family or household member, an employee seeking domestic violence leave must provide appropriate advanced notice of the leave request and may be required to produce sufficient documentation to support the requested leave. To the extent an employee provides personal identifying information related to a request for domestic violence leave, such information shall be maintained by the department as confidential and exempt from public records disclosure, pursuant to Florida Statutes § 741.313(4)(c)(2).
4. Employees who feel they are not being granted domestic violence leave should contact a Human Resources Staff to determine eligibility and obtain a suitable resolution to the matter.

VII. LEAVES OF ABSENCE

Section: VII,

J. Leaves of Absence Without Pay

J. Leaves of Absence Without Pay

Note: *Family and Medical Leave Act (FMLA) eligibility will be considered and may run concurrently with Leaves of Absence Without Pay which are unrelated to judicial proceedings. (See FMLA Section: VII.L.)*

1. Leaves of absence without pay will only be allowed upon depletion of applicable accrued leave balances. The exception to this would be an employee who requests a leave of absence without pay to supplement military leave.
2. The decision to grant leaves of absence without pay is a matter of administrative discretion and must be approved by the department director.
3. Leaves of absence without pay may be approved up to a maximum of three (3) months.
4. While under a leave of absence without pay, the City will continue to pay the employer portion of any group health premiums, however, any group health and life insurance premiums that are normally paid by the employee must continue to be paid by the employee. Applicable monthly premiums must be paid by the employee prior to the effective month of coverage (or as otherwise required by the plan); otherwise, coverage will be canceled at the beginning of the delinquent period.

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)**K. Family and Medical Leave Act of 1993 (FMLA)**

Note: This section of Policy is intended to set guidelines only and does not represent the Family and Medical Leave Act of 1993 in its entirety. FMLA procedures may differ from other types of City leave but FMLA does not provide any additional paid leave accruals over the City's other leave awards. (If further information is needed, contact the Human Resources Department.) FMLA use will be tracked concurrently with other types of leave where the reason for the leave is an FMLA-qualifying event. There are two general FMLA types, Basic Leave (see Section VII.L.1, et seq.) and Military Family Leave (see Section VII.L.15).

1. Basic FMLA Eligibility and Qualifying Events

The Family and Medical Leave Act (FMLA) is not to be considered as a separate or distinct form of leave. Instead, it is a law which provides for protection for employees who take leave from work for a covered reason, regardless of the pay code used. The FMLA authorizes an employee with 12 months of City service, who has worked at least 1,250 hours during the 12 months preceding commencement of leave, a maximum of 12 weeks of FMLA, job-protected, leave during a 12-month period. The 12 month-period is based on a rolling 12-month period beginning with the most recent day upon which coverage is requested and counting back 12 months. Basic FMLA leave may be taken for the following reasons:

- a. The birth of a son or daughter of an employee and to care for the newborn child;
- b. The placement of a son or daughter with an employee for adoption or foster care (entitlement to leave for birth, placement for adoption or foster care of a son or daughter expires 12 months from the date of the birth or placement of the child);
- c. In order to care for the employee's spouse, son, daughter or natural or adoptive parent with a serious health condition.

For purposes of this policy, definitions of spouse, son, daughter or parent are:

- (1) Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides. (Note: Florida does not recognize common law marriage.)
 - (2) Parent means a biological parent or an individual who stands or stood "in loco parentis" to an employee when the employee was a son or daughter as defined in (3) below. This term does not include parents "in law".
 - (3) Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis" who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability."
- d. A serious health condition which renders the employee unable to perform one or more functions of the employee's position.

2. Serious Health Condition

A "serious health condition" means an illness, injury, impairment, or physical or mental

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

condition that involves either:

- a. In-patient care (i. e., an overnight stay) in a hospital, hospice facility, including any period of incapacity (for purposes of this policy defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such in-patient care; or
- b. Continuing treatment by a health care provider, which includes any one or more of the following:
 - (1) A period of incapacity (i. e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - (2) Any period of incapacity due to pregnancy, or for prenatal care.
 - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - (5) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
 - (6) FMLA leave for a serious health condition may be intermittent under the following circumstances: For intermittent leave or leave on a reduced leave schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. The treatment regimen and other information described in the certification of a serious health condition meets the requirement for certification of the medical necessity of intermittent leave or leave on a reduced leave schedule. Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

employer's operations. In addition, the employer may assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced leave schedule.

- c. When leave is taken after the birth, or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. However, the employer's agreement is not required for leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

3. Medical Certification

- a. The employer may require that an employee's leave to care for the employee's seriously ill spouse, son, daughter, or parent, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position, be supported by a medical certification issued by the certified health care provider of the employee or the employee's ill family member.
- b. When leave is foreseeable and at least 30 days-notice has been provided, the employee should provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the employer within the time frame requested by the employer (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. Failure to provide the appropriate healthcare certifications after having been requested to do so may result in disciplinary action, and/or in the delay or denial of approval of FMLA leave.
- c. In accordance with Department of Labor (DOL) rules, if the employer has reason to doubt the validity of the medical certification, the employer may request, at the employer's expense, a second or third health care provider's opinion for leave taken because of a serious health condition. The employer may also require subsequent recertification from the employee's health care provider on a reasonable basis, in accordance with DOL rules, which normally will not be more than every thirty (30) days. No second or third opinion on recertification may be required.

4. Spouses Working for the Same Employer

If both spouses work for the same employer (Board of Commissioners), the combined leave shall not exceed 12 weeks in the 12-month period, if the leave is taken:

- a. for birth of the employee's son or daughter or to care for the child after birth;
- b. for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- c. to care for the employee's parent with a serious health condition.

5. Health Insurance Premiums

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

(Note: Any questions regarding employee health insurance premiums while under FMLA should be directed to the health insurance policy administrator.)

- a. During FMLA leaves of absence, the employer will continue to pay its portion of the health insurance premiums and maintain the employee's coverage under the health plan in the same manner as if the employee had been continuously employed during the entire leave period, provided the employee continues to pay his or her share of the premiums normally paid by the employee.
- b. Should the employee fail to continue to pay his or her share of the premiums, notices of proposed insurance cancellation and the opportunity to pay the premium as required by the FMLA will be provided before cancellation.
- c. Employees will be advised well in advance of any changes in premiums so they will have ample opportunity to make arrangements to continue to pay their share of the premiums during the Family Medical Leave. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

6. Benefit Accruals

- a. During FMLA leave, the FMLA does not require accrual of employment benefits, such as vacation leave, sick leave, etc. Accordingly, during unpaid FMLA leave, accrual of benefits shall be on the same basis as for any other unpaid leaves of absence. Paid FMLA leave will continue to accrue vacation, sick, etc., on the same basis as other types of paid leave. With respect to pension and other retirement plans, any period of unpaid FMLA leave shall not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate. Employment benefits to which an employee may be entitled on the day on which the Family and Medical Leave of absence begins will not be lost because of such leave, except for those paid leave days substituted for leave taken under this policy.
- b. Employees on unpaid FMLA leave are to be treated as if they continued to work for purposes of changes to benefit plans. They are entitled to changes in benefits plans, except those which may be dependent upon seniority or accrual during the leave period, immediately upon return from leave or to the same extent they would have qualified if no leave had been taken.
- c. Employees will not be disqualified from bonuses based upon safety for which they qualified prior to leave because of the taking of FMLA leave.

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)**7. Relationship to Paid Leave**

- a. Employees will be required to substitute paid sick leave for an equivalent portion of FMLA leave for a serious health condition.
- b. If eligible sick leave is exhausted, the employee will be required to substitute any other available paid leave sources, as outlined in Section VII.B.7. If all eligible leave balances are exhausted, any FMLA leave entitlement remaining will be coded as FMLA, no-pay status.
- c. To the extent the City does not provide paid sick leave for a condition covered by FMLA, neither this policy nor the FMLA entitles the employee to paid leave. However, under paragraphs a. and b. above, paid leave and the FMLA leave will run concurrently.
- d. Workers' Compensation or Short-Term Disability-based leaves, whether paid or unpaid, will run concurrently with FMLA leave when the reason for the leave is an FMLA qualifying event.
- e. To the extent an event occurs which makes an employee eligible for an alternative form of leave not related to absence due to covered medical reason (for instance family death and ensuing need for bereavement leave), the employee's use of such leave will not be counted as an FMLA absence.

8. Return from Family Medical Leave

- a. With the exception of certain "key" employees (salaried FMLA-eligible employees among highest paid 10 percent of all employees employed by the employer), those who return to work from FMLA leave within or on the business day following the expiration of the leave are entitled to return to their job or a position with equivalent benefits, pay and other terms and conditions of employment. Designation of "key" employee status and whether such status will affect the employee's right to reinstatement will be made at the time the employee gives notice of the need for leave, or at the commencement of leave, whichever is earlier, or as soon as practicable thereafter if such determinations cannot be made at that time.
- b. Failure to return to work upon completion or expiration of FMLA-protected leave could result in termination of employment, in accordance with FMLA rules and regulations and the Madeira Beach Personnel Policy, Rules, and Procedures Manual.

9. FMLA Procedures and Forms:

Department directors, managers, supervisors and personnel liaisons shall review, be familiar with, and make use of procedures applicable to requesting, qualifying for, and approval of FMLA coverage. Requests for FMLA-covered leave must be submitted through use of the City's leave request system at least thirty (30) days before the leave is to begin if need for leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member. If thirty (30) days-notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, change in circumstances, or medical

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

emergency, notice must be given as soon as practicable. (Note: Notwithstanding any requirement to submit leave requests via the established leave request system, verbal notice, or the City's knowledge of the need for FMLA qualified leave, is sufficient to trigger the obligations under the FMLA.) Once the department has acquired knowledge that the leave is being taken for an FMLA eligible reason, whether from the employee, a health care provider or some other reliable source, the department will notify the employee, on an official Employer Response Form signed by the director, that the leave is being designated as FMLA qualified and whether it will be paid or unpaid leave (according to whether or not the employee has chargeable accrued balances.)

10. Counting FMLA Leave

To the extent allowed by law, in the event an absence is for a reason covered by the FMLA, the City will designate it as Family Medical Leave-protected whether the employee has applied for it or not. When this occurs, the employee will be promptly notified as described above. Tracking of FMLA leave is the responsibility of the employee and the employee's department. FMLA is specific to the individual employee, not to the particular health condition or family event. Therefore, employees should be aware that the maximum 12 week protection period will be inclusive of all covered conditions and events which happen within the applicable 12 month period. Additionally, where the City obtains unequivocal confirmation, either from the employee or a health care provider, that the employee does not intend to return, or the employee's medical condition will prevent the employee from returning to full duty permanently, or for a significant or indefinite extended period past the FMLA period, the City may terminate employment even where the 12 week period has not yet run, and the employee's entitlement to continued leave, maintenance of health benefits, and reemployment will cease.

11. Coordination

Absences due to sickness or injury, whether paid or unpaid, including absences for work-related sickness or injury that are also covered by the FMLA, will be considered for FMLA leave.

12. Employee Obligations

During FMLA leave, employees must periodically report on their medical status and intent to return to work. Upon taking such leave, the employee will be advised of the reporting requirements.

13. Medical Certification Upon Return to Work

An employee who has taken FMLA-covered leave for his/her own health condition (whatever pay code) may be required to obtain certification from the employee's health care provider, based on a job and FMLA condition-related fitness-for-duty exam at the employee's expense, that the employee is able to perform the essential functions of his/her job before being allowed to return to work.

14. Failure to Cooperate

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

Employees who fail to provide information, which Madeira Beach is allowed by law to require the employee to provide, may have their leave delayed, or not counted as FMLA leave, and be subject to discipline up to and including discharge as permitted by law.

15. FMLA Military Family Leave.

In addition to the FMLA-protected categories above, Congress's 2007 and 2010 FMLA military family leave amendments in the 2013 Final Rule provide that employees eligible for FMLA leave are entitled to leave for a covered family member's service in the Armed Forces under the following circumstances:

- a. Qualifying Exigency Leave. Up to 12 weeks of unpaid leave in any 12 month period for a qualifying exigency arising out of a covered employee's spouse, son, daughter, or parent's Armed Forces (including members of the National Guard or Reserves) covered active duty or notification of an impending call or order to active duty in the support of a contingency operation; or
- b. Military Caregiver Leave. Up to 26 weeks of unpaid leave in a single, 12 month period for an employee to care for his or her spouse, son, daughter, parent, or next of kin, a service member/covered veteran, recovering from a serious injury or illness suffered while on active duty in the armed forces. FMLA leave taken for family military leave runs concurrent with other leave entitlements, as allowed under federal, state and local law.

Qualifying exigencies may arise when the employee's spouse, son, daughter or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty.

Qualifying exigencies categories.

- Issues arising from the military member's short notice deployment (within seven or less days of notice)
- attending military events and related activities
- to arrange for childcare and related activities
- issues related to care of the military member's parent who is incapable of self-care
- making or updating financial and legal arrangements
- Attending counseling
- Rest and Recuperation leave during deployment (up to 15 calendar days)
- Post-deployment activities (within 90 days of the end of the military member's covered active duty)
- Any other event that the employee and employer agree is a qualifying exigency

Should an employee request FMLA military family leave for a qualifying exigency, please

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

consult with Human Resources and the City Attorney's Office for additional guidance.

Contingency operation. A "contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services during a war or during a national emergency declared by the President or Congress.

Covered active duty is duty during deployment of the covered service member of the Armed Forces to a foreign Country.

For members of the National Guard and Reserves, covered active duty is duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

Deployment to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the United States. It also includes deployment to international waters.

Service member is a current member of the Armed Forces, including a member of the National Guard or Reserves who is receiving medical treatment, recuperation, or therapy, or in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

Covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between enactment of the FY 2010 NDAA on October 28, 2009 and effective date of the 2013 Final Rule is excluded in the determination of the five-year period for covered veteran status.

The covered veteran is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if he or she:

- was a member of the Armed Forces (including a member of the National Guard or Reserves);
- was discharged or released under conditions other than dishonorable; and
- was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for him or her.

Serious injury or illness. A serious injury or illness means an injury or illness that is/was incurred by the covered service member in the line of duty on active duty in the Armed Forces (including National Guard and Reserves) and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

Serious injury or illness for a veteran means an injury or illness that was incurred by the

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; or
2. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Services Related Disability rating (VASRD) of 50% or greater, and the need for military caregiver leave is related to that condition; or
3. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
4. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

In order to obtain military family leave to care for a family member who is recovering from an injury or illness suffered while on active duty in the armed forces, an employee must demonstrate a qualifying injury or illness is suffered by a covered family member who is a service member/veteran of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

The term "outpatient status" means the status of a member/veteran of the armed forces assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the armed forces receiving medical care as outpatients. The illness or injury must be serious enough to render the person unable to perform the duties of the member's office, grade, rank, or rating.

Next of kin. "Next of kin" is defined as the nearest blood relative to that individual.

Substitution of paid leave for military family leave. For leave taken for a qualifying exigency or for injured serviceperson caregiver leave, an eligible employee will be required to use available paid leave balances in the same manner as the City requires for other FMLA leave taken as noted below:

Qualifying Exigency Leave: Vacation then No Pay

Military Care Giver Leave: Vacation then No Pay.

Married employees. When both husband and wife work for the City, the aggregate amount of leave that can be taken by the husband and wife is 26 weeks in a single 12 month period for serviceperson caregiver leave, or a combination of active duty leave and serviceperson caregiver leave. The aggregate number of workweeks of leave to which both that husband and wife can take for only active-duty leave is 12 weeks.

Notice and certification. If the need for leave is foreseeable, the employee must provide

VII. LEAVES OF ABSENCE

Section: VII-K

K. Family and Medical Leave Act of 1993 (FMLA)

such notice to the City as is reasonable and practicable. Employees requesting leave under this section shall provide certification for the need for the leave on such forms as may be developed in the Secretary of Labor's final regulations, as modified by the City.

Calculating the 12-month period. Leave for a qualifying exigency is counted as the City calculates other categories of FMLA leave. Leave to care for a covered spouse, son, daughter, parent, or next of kin recovering from an injury or illness suffered while on active duty in the armed forces is a one-time benefit and as such, the 26 weeks are only available during a single, 12-month period. The City will begin counting the 12-month period on the first day of leave taken to care for the injured or ill service person.

Note: This FMLA military family leave policy supplements the City's main FMLA policy and provides general notice of employee rights to such leave. Except as discussed above, an employee's rights and obligations to FMLA military family leave are governed by the City's main FMLA policy and application/approval procedures.

VII. LEAVES OF ABSENCESection: VII-*L. Judicial Leave**L. Judicial Leave***Leaves of Absence Related to Judicial Proceedings**

1. If an employee is arrested for, and/or charged with, an alleged violation of a federal or State law, county or municipal ordinance, or an order of a court, and/or becomes incarcerated for such reason, the concerned department director shall investigate as necessary for the purpose of determining whether to take disciplinary action and/or whether to place the employee on judicial leave of absence pending judicial proceedings. The investigation, review and action options shall be coordinated with the Human Resources Department. The decision to place an employee on leave of absence is discretionary with the department director and subject to review by the Human Resources Staff. Any decision to place an employee on judicial leave shall be final and not subject to appeal through any grievance process.
2. While in some cases the City may elect to await the outcome of judicial proceedings prior to discipline action, the City reserves the right to make its own determination regarding the facts of the case and whether its personnel rules were violated, regardless of the outcome of any criminal proceedings.
3. An employee not incarcerated while awaiting disposition of a charge may be permitted to work if it is determined by the department director that allowing the employee to work will not adversely impact City operations or citizen good will, or jeopardize the well being of other employees or citizens.
4. Judicial Leave is not a right but an option which may be exercised in the sole discretion of the City and shall be unpaid. However, an employee must use all of his or her Vacation Leave prior to any unpaid period. Nothing herein should be interpreted as preventing the City from proceeding to terminate or otherwise discipline an employee at any time after a charge or arrest where the City possesses adequate information upon which to base its decision.

VIII. ABSENCE WITHOUT AUTHORITY

Section: VII

VIII. ABSENCE WITHOUT AUTHORITY

None of the provisions of this Policy shall be interpreted or construed to circumvent or mitigate the rule that: Any City employee absent from his/her position of employment without approval of competent authority for a period of two (2) consecutive workdays/shifts is considered to have resigned without notice.

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-A

A. Resignation

IX. NON-DISCIPLINARY SEPARATIONS FROM CITY EMPLOYMENT**A. Resignation**

1. Resignation is the separation of an employee from City employment through submission of a written or verbal notice of intent to resign. An employee's resignation shall be deemed as accepted by Madeira Beach the moment it is tendered regardless of any stated effective date, and no supervisor, manager or director has the authority to reject or permit an employee to rescind a resignation without the express prior authorization of the City Manager.
2. An employee who wants to leave City employment in good standing must notify his/her immediate supervisor at least two (2) weeks prior to leaving. The supervisor, in turn, will notify the department director. The department director may allow the employee, under extenuating circumstances, to give less than two (2) weeks' notice and still resign in good standing. In the event the department director, in consultation with the Human Resources Staff, determines that it would be in the City's best interest to deem a resignation notice an immediate resignation or shorten the resigning employee's notice, he/she may do so.
3. Upon an employee's resignation notice, any interest in continued employment ceases, and the employee is not entitled to any due process hearing.
4. Employees who resign from City employment without two (2) weeks' notice (unless otherwise approved by the department director), may not be recommended for rehire, nor be eligible for re-employment, with the City for one (1) year following their date of termination unless approved by the Human Resources Department.
5. Each City employee separating from City employment is requested to complete an Employee Separation Survey. The purpose of this survey form is to provide management with input the employee may have about his/her job and the City. The completed form is maintained by the Human Resources Department.
6. An employee who fails to report to work for two (2) consecutive workdays/shifts without approval of competent authority is considered to have resigned without notice. (See Section VIII., Absence Without Authority.)
7. An employee who takes any step to run for a Madeira Beach Board of Commissioners seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with Madeira Beach as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective public office or applying for appointment to any appointive public office.

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-B

B. Retirement

B. Retirement

1. None of the provisions of this Policy can be construed or interpreted to alter or impair the City's retirement plan.
2. There is no mandatory retirement age for employees of Madeira Beach unless otherwise provided by Florida Statute or a pension plan provision. Continued employment is determined by the employee's ability to perform satisfactorily in the job classification assigned.
3. Employee assistance and retirement information is available from the Human Resources Staff as needed. Department directors should urge their employees to contact the Human Resources Department for such time as is required under Florida Retirement System regulations in advance of the anticipated retirement date, to allow time to process retirement benefits.
4. Employees who have retired from City employment may be re-hired by the City in any position and under such terms and conditions as the City may offer, consistent with policies or procedures applicable at the time of application.
5. Employees who retire prior to December 31st of a given year are eligible for vacation leave payout as provided for in Section VII.A.6 of this Policy Manual.

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-C

C. Death

C. Death

1. Separation is effective on the date the death occurs.
2. All compensation due the employee at separation is paid to the beneficiary, surviving spouse, or to the estate of the employee, as determined by law or by executed forms in the employee's official personnel file.
3. Department directors must immediately report an employee's death, regardless of cause, to the Human Resources Staff and initiate the appropriate separation paperwork forthwith.

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-D

*D. Layoff**D. Layoff*

1. It is the intent of the Board of Commissioners to provide stable employment to members of the City of Madeira Beach's workforce. However, there may be occasions which necessitate a reduction in the City workforce.
2. A reduction of work force may be instituted in cases of bona fide budget reduction, lack of work, lack of funds, program or grant discontinuation, technological replacement, or any other significant organizational change or condition of serious financial distress that may occur. When such conditions exist, the department director may, after coordination with the Human Resources Staff and approval by the City Manager, proceed to lay off an employee or employees. To the extent a reduction in force is necessitated by the City Manager's proposed budget, layoff decisions shall be consistent with the programs, services or operations to be reduced or eliminated by such budget.
3. A reduction in workforce may be made by work site assignment and/or specific function performed and/or unique skills or qualifications held and/or by general job classification and/or by pay grade within the affected department, or division or operation thereof. Layoffs which are targeted solely at reduction of salary costs must fairly target the foregoing employee classifications in a roughly uniform way so as not to cause the layoff of a more senior worker where a more junior employee performing the exact same duties and working at the same location is earning more.
4. The duties previously performed by a laid-off employee may be reassigned to other employees already working in positions in appropriate job classifications.
5. The Human Resources Department, with appropriate advice from the City Attorney, shall review any reduction in force proposals prior to their implementation so as to review such proposals to minimize negative impacts on prior equal employment gains in impacted work units, and advise the City Manager on any labor law implications.
6. Layoff Priority
 - a. In the event of layoff, primary consideration will be on the factors set out in Section IX.D.3. Thereafter, the order of layoff shall begin with temporary then probationary employees. The next order of layoff shall begin with the employee who has the least seniority (see Section IX.D.6.b.).
 - b. Seniority shall be determined by City-wide continuous service. Rules of continuous service shall be observed in deciding the date of last hire for the purpose of seniority determination.
 - c. If two or more individuals should have the same hire date for determining seniority, the employee with the most disciplinary and/or counseling notices shall be laid off first.

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-5

D. Layoff

- d. In accordance with prevailing veteran laws, including Chapter 295, Florida Statutes, certain veterans and spouses of certain veterans may be eligible for preference in retention when layoffs are necessitated. Human Resources shall review layoff proposals to ensure compliance with such laws.
7. City employees who are scheduled for layoff shall not have "bumping rights" to other positions in any City department. However, where the City is able to forecast a layoff in advance, the City may establish a time period wherein employees subject to a pending layoff will be permitted to apply for open positions. During this period, such employees shall, when being considered by interviewing departments, receive preference in hiring where they are otherwise equally qualified with other candidates. Nothing herein, however, is intended to require the hiring of any such employee by a department where another candidate is clearly more qualified for the position.
8. Employees scheduled for layoff may, if offered by the City, elect to accept transfer to vacant City positions for which they are qualified. Such transfer offers may be made at the discretion of the City and must be accepted by the employee within 3 days of receipt of the written offer. The employee's pay rate would be adjusted in accordance with Policy for any other City employee changing positions within the City. Employees who accept a transfer offer under this paragraph shall not be further entitled to any reinstatement to their prior position.
9. However, employees on layoff status with no offer of transfer, may for a period of twelve (12) months from the date of layoff apply and receive preference in interviewing for or receipt of any job for which they are minimally qualified.
10. Human Resources Department shall ensure Employee Health Benefits is made aware of any layoffs to ensure proper COBRA notices are provided.
11. Reinstatement
 - a. Laid-off employees, who have not accepted an offer of transfer to a different City position, have priority for reinstatement, according to seniority, in jobs within their classifications at the time of separation for twelve (12) months following the effective date of layoff. Laid-off employees reinstated to those classifications within the twelve (12) month period shall have their previous dates of hire restored (including vacation and sick leave accrual rates and any unpaid sick leave balances in effect at the time of layoff). However, recalled employees may not be offered the rate of pay they had prior to their layoff, where fiscal conditions require a reduced rate for the position. At the end of the twelve (12) month period, all laid-off employees' rights associated with reinstatement are concluded. The City offers reinstatement to laid-off employees by certified mail to the last known address. (Note: It is the laid-off employee's responsibility to keep the Human Resources Department notified of any change of address, if he/she is interested in reinstatement.)

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-D

D. Layoff

- b. Reinstatement is offered to laid-off employees provided they are qualified (medical certification may be required) to perform the essential duties of the job, and are in compliance with current pre-employment requirements including the City's Drug Free Workplace Program. A laid-off employee, who is temporarily unable to accept an offer of reinstatement due to medical certification, may request a delay in starting work, not to exceed thirty (30) calendar days.
 - c. The return to work date for a laid-off employee, who is qualified to return to work and compliant with all pre-employment requirements, is determined by the City's requirements, but the employee must be available for work no later than two (2) weeks following notice or his/her seniority will be forfeited and he/she is no longer considered eligible for reinstatement under the Layoff procedures.
 - d. If the employee fails to report to the Human Resources Staff within three (3) business days after receipt of the certified notice or if the employee does not meet all current pre-employment requirements, his/her seniority is forfeited and he/she is no longer considered eligible for reinstatement under the Layoff procedures.
12. Employees who are scheduled for layoff do not have the right to submit appeals or complaints in regard to layoff actions, except for reasons of alleged violation of these policies and procedures governing such reduction of work force, or for alleged acts of illegal discrimination. The City Manager may elect to offer separation agreements to employees subject to layoff. Such agreements should be reviewed by the City Attorney's Office prior to being offered.
 13. Employees who are scheduled for layoff should contact Human Resources to discuss their medical coverage and other health benefits.
 14. The Human Resources Department shall make all reasonable efforts to provide outplacement assistance and services to laid-off employees.

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-7

*E. Disability Separation/Reasonable Accommodation**E. Disability Separation/Reasonable Accommodation*

1. All employees of the City are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the employee's department, in consultation with the Human Resources Department, to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions. This process may take more than one try, depending on the specific facts of the case.
2. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the department wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her job functions. The Human Resources Department and the City Attorney's Office should be consulted where any questions arise over the identification of accommodations.
3. If no reasonable accommodation can be identified, or if attempts at accommodations fail, or if the employee declines to accept reasonable accommodations offered by the department, then the department director, prior to separation, may refer the employee to the Alternate Employment Program (AEP). Such referrals shall be in writing and shall review the accommodations attempts made by the department.
4. An employee may be terminated when he/she is unable to perform the essential functions of the job because of a physical or mental impairment and where no reasonable accommodation has been identified or accepted. Separations based on the employee's inability to perform the essential functions of the job under the provisions of this section will not be considered disciplinary terminations.
5. If the inability to perform the job occurs due to an on-the-job injury, the employee should be given a reasonable opportunity to reach maximum medical improvement (MMI) as stated by the Workers' Compensation doctor before being evaluated for mandatory participation in the Alternate Employment Program (AEP) unless such inability has existed for more than 12 weeks in the immediate prior 12 month period. The point in time at which an employee is considered for discharge for an illness or off-duty injury will be dependent upon the needs of the department in conjunction with the availability of a definitive recovery prognosis. Nothing herein prohibits discharge for inability to perform duties, regardless of the source of illness or injury, where the continued non-performance of essential job functions by the employee results in an extreme hardship for the City department or operation involved.

**IX. NON-DISCIPLINARY SEPARATIONS
FROM CITY EMPLOYMENT**

Section: IX-1

F. Alternate Employment Program (AEP)**F. Alternate Employment Program (AEP)**

1. When the City receives information an employee has medical restrictions/limitations that appear to prevent the employee from performing the essential functions of the job and the department cannot provide or the employee does not accept reasonable accommodation(s) which would allow the performance of the essential job functions, the department director shall submit the appropriate referral form to the Human Resources Staff indicating the information received regarding the restrictions and how those restrictions prevent the employee from performing the essential job functions. The department director shall also indicate what efforts were made to identify reasonable accommodations; what accommodations were suggested by the employee; and why any potential accommodations were rejected by the department as an undue hardship. The Human Resources Staff will determine if the rationale are sufficient. If not, an independent medical and/or vocational evaluation may be arranged to further explore the potential for an accommodation.
2. After the Human Resources Staff receives sufficient notice from a physician and/or vocational rehabilitation counselor and the department that the employee is restricted in such a manner that he/she can no longer perform essential job functions, an HR representative will meet with the employee and over a 90-day period assist him/her in searching for suitable alternate employment within the City. The 90-day period shall be consecutive calendar days from the time the employee is notified in writing of acceptance into the AEP. Where deemed necessary by the Human Resources Staff, a vocational rehabilitation counselor may be utilized in the search for alternate employment.
3. The HR representative shall maintain a list of all vacancies which occur during the 90-day period and evaluate the requirements for each vacant position vis-a-vis the individual's qualifications and capabilities. Employees in the AEP can be considered for any currently-vacant budgeted position which he/she would be otherwise qualified for, either with or without an accommodation. The HR representative will refer the employee to the department where an opening exists for an interview provided the employee executes an application, meets the qualifications for the position and satisfies all requirements with respect to testing, licensing and certification.
4. If suitable alternate employment has not been arranged within the 90-day period following the employee's entrance into the AEP, the employee administering the AEP will notify Human Resources that no suitable alternate position was identified or accepted. Human Resources will thereafter notify the employee's department director that the employee may be discharged.
5. If the employee should recuperate to the extent that he/she can perform the essential functions of the job within nine (9) months of termination under this policy, he/she may contact the Human Resources Department and the employee's former Director may authorize reinstatement upon receipt of acceptable evidence that the employee can satisfactorily perform the job, providing there is a vacancy. The individual may continue to check the City job postings and may apply for other positions within the City as they occur. Nothing in this policy should be construed as creating a right to transfer to a different position, a right to reinstatement after termination under this policy, nor a right to any particular wage rate upon reinstatement.

X. CODE OF ETHICS FOR OFFICERS AND EMPLOYEES

Section: X

X. CODE OF ETHICS FOR OFFICERS AND EMPLOYEES

1. Officer and Employee Ethics: Officers and employees are required to conduct the affairs of the City in an ethical manner in accordance with the Code of Ethics for Public Officers and Employees (Florida Statutes 112.311 - 112.326), including, but not limited to, the following:
 - a. Duties and obligations will be discharged in a manner that reflects credibility upon the City. Conduct that gives the appearance that decisions and actions are motivated by personal relationships or for personal gain do not meet the standards of conduct for employees under the Policy.
 - b. In conducting the affairs of the City, no employee shall seek or assure a favorable decision or service by any person or entity, public or private, through acceptance of gifts, loans, favors, or any other form of unethical or unlawful conduct.
 - c. Employees shall not be employed or accept employment with any business entity or agency or engage in a professional activity which might result in a conflict of interest or cause/require the employee to disclose confidential information acquired as a result of his/her official capacity with the City. Approval of secondary employment shall be obtained as provided for in Section XVII of this Policy regarding outside employment.
 - d. No City officer or employee shall solicit or accept anything of value to the recipient such as a gift (including Christmas gift), favor, loan, reward, promise of future employment, preferred service, benefit, or concession that would reasonably tend to improperly influence the officer or employee in the discharge of his or her official duties or give the appearance of improperly influencing the officer or employee.
 - e. No City officer or employee shall disclose/use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.
 - f. No City officer or employee shall transact, or solicit to transact any business in his or her official capacity with any business entity of which the officer or employee, or his or her spouse or child is an officer, director, agent, or member, or in which the officer or employee or his/her spouse or child owns a financial interest, or otherwise has any material interest therein. Nor shall a City officer or employee, acting in a private capacity, transact or solicit to transact any business with the City, or with any of its subdivisions or agencies.
 - g. No City officer or employee shall have personal investments in any business which would reasonably create a conflict between his or her private interests and the City's interest.
 - h. No City officer or employee or his or her spouse or minor child shall, at any time, accept any compensation, payment or thing of value when he or she knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his or her official capacity.

X. CODE OF ETHICS FOR OFFICERS AND EMPLOYEES

Section: X

- i. No City officer or employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the City, or any part of the City of which he or she is an officer or employee. Nor shall any City officer or employee have or hold any employment or contractual relationship which will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties, or that would impede the full and faithful discharge of his or her public duties.
 - j. Violations of the Code of Ethics for Public Officers and Employees are violations of State law and can result in fines, removal from employment, and criminal conviction; as well as in discipline including discharge from City employment.
2. Certain City public officers and employees, including “Local Officers,” “Procurement Employees,” “Legislative Analysts,” and those who are required by law to file either limited financial disclosure forms (Form 1), or full financial disclosure forms (Form 6), are under more stringent requirements, especially with regard to the acceptance of gifts and honoraria.
3. City employees are encouraged to seek guidance from the City Attorney and/or the Human Resources Department if there is any question whatsoever about the propriety of any contemplated action prior to such action being undertaken. A copy of the statutory Code of Ethics may be obtained by contacting the City Attorney’s Office. Employees may also request, through their department directors, a formal request for an opinion from the Florida Commission on Ethics in Tallahassee. Such requests shall be directed to the City Attorney’s Office, which shall formulate the request and be the point of contact with the Commission.
4. Procedures Upon Offering of Group Gift-From time to time, including during holidays, City departments, divisions, crews or individuals may receive or be offered gifts including gift certificates, baskets, tickets, food, or other items of value, from developers, vendors, contractors, lobbyists and other persons who conduct, have conducted, or seek to conduct business with Madeira Beach. In such instances, such gifts or offers should be reported to the City Manager’s Office so that the gift or offer may be evaluated under the applicable ethics laws. In cases where it is determined that a gift or offer may not be accepted, the gift will be returned or offer declined. Nothing herein, however, prevents any person from presenting a gift to the City, which gift may be accepted on behalf of the City by the Board of Commissioners and used at its sole direction.
5. No current employee of Madeira Beach may serve on any Madeira Beach board, commission, task force or other body, nor hold any other office of City government, including advisory bodies. Nothing herein shall be interpreted as preventing employees from holding any office of any other governmental entity, or from serving on the board of directors of any corporation, so long as no other ethical conflict prevents such service.
6. Employees who may wish to disclose information concerning alleged violations of law or gross mismanagement, malfeasance, waste of public funds or neglect of duty by a City agent, official or contractor must follow the procedures outlined in the City’s Whistle-Blower Ordinance, which are at § 50-20 through § 50-25 of the Madeira Beach Code.

XI. DISCIPLINE AND DISCHARGE

Section: XI-A

*A. General Provisions***XI. DISCIPLINE AND DISCHARGE***A. General Provisions*

1. The level of discipline an employee will receive for a given offense varies in each case depending on the employee's past work and discipline record, seniority and the severity of the offense.
2. Employees may be disciplined by written notice alone (with or without other conditions), suspension, probation, demotion, discharge or combinations of these for an action or failure to act which adversely affects job performance or the efficient operation of the City or the work unit. It is the intent of the City that employees succeed within their own departments. Therefore, transferring unsuccessful employees from one department to another is a disfavored practice and will not generally be used to address employee performance or misconduct issues.
3. Probationary and temporary employees and other employees designated as serving at the will of the Board of Commissioners or the City Manager do not possess a property interest in their positions and therefore may, absent contrary charter or contract terms, be discharged without cause and are not entitled to any recourse in the event of discipline or discharge, except as provided in this paragraph and Section XI.D.2.d. of this Policy. Further, the City Manager may elect to grant an employee a last chance agreement or voluntary separation agreement (in a form approved by the City Attorney) and employees who have waived their appeal rights by virtue of having entered into such agreements are not entitled to appeal any subsequent discharge to the extent set forth in such agreements. If any such employee believes he/she has been disciplined or discharged as a result of illegal discrimination, the employee must follow the procedures outlined in Section XIII of this Policy regarding Illegal Discrimination or Harassment.

XI. DISCIPLINE AND DISCHARGE

Section: XI-D

B. Grounds for Discipline or Discharge***B. Grounds for Discipline or Discharge***

Employees may be disciplined or discharged for any of the following reasons, or for any other just cause:

1. Incompetency or inefficiency in the performance of assigned duties.
2. Possession, use, sale, purchase, or attempt to sell or purchase, any illegal controlled substance, on or off duty; misuse of prescription drugs while on duty.
3. Consumption or possession of any alcoholic beverage on duty or while operating or riding in or on City vehicles or equipment or immediately prior to driving a City vehicle or operating City equipment.
4. Reporting to work, or working with, the presence of alcohol or illegal drugs in one's body; or failure to inform supervisor of use of prescription or non-prescription medication which may affect the employee's ability to safely and effectively perform job functions, or otherwise reporting to work while either mentally or physically unfit to perform duty.
5. Refusal to submit to drug or alcohol testing as provided for in this policy or as may be required by law; attempting to contaminate test specimens or otherwise interfering with drug or alcohol testing procedures.
6. Insubordination including refusing to perform work when assigned, or to comply with written or verbal instructions of the supervisory force, including the use of abusive or threatening language or behavior directed toward a supervisor.
7. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City or to testify at any hearing or proceeding when directed to do so.
8. Interference with the work of another employee.
9. Conducting personal business during duty hours.
10. Unexcused absenteeism or tardiness, including failure to report to duty at any reasonable time.
11. Political campaigning in writing, orally, or by telephone while on the job or during work hours.
12. Carelessness or negligence in handling or control of City property or the improper appropriation of City property.
13. Willful or negligent failure to follow safety rules or procedures.
14. Discourteous, insulting, abusive, or inflammatory language or conduct toward any person, which disrupts the workplace or serves to offend any citizen, vendor or other person with whom the employee comes into contact during the performance of duties.
15. Inability to perform the essential functions of the employee's position with or without reasonable accommodation, including the inability to maintain regular attendance.

XI. DISCIPLINE AND DISCHARGE

Section: XI-D

B. Grounds for Discipline or Discharge

16. Failure to comply with ethical requirements in law or these Policies, including the acceptance of a gift under circumstances from which it could reasonably be inferred that the giver expects preferred treatment in a City-related matter.
17. On or off the job conduct which adversely affects the ability of the employee to perform his/her duties or the ability of another employee to perform his/her duties. This includes conduct that adversely affects the efficient operation of the City or any department, office, division, or area thereof.
18. Lying, falsifying an official document including employment applications, medical examination forms, accident records, insurance records, leave or payroll records, purchase orders, or any other dishonesty connected with the employee's job or the operation of City government.
19. Unlawful or unauthorized possession, use, or threat of use, of a deadly weapon, including a firearm, ammunition, explosive device, illegal knife, or other weapon, while on duty, on City property, or in a City vehicle.
20. Horseplay, fighting, unsafe conduct, or other disorderly misconduct, while on duty or on City of Madeira Beach property.
21. Violation of a City or departmental rule, procedure, order or regulation, any statute or ordinance related to City employment, or any provision of this Policy.
22. Unlawful or improper conduct, either on or off the job, which would tend to affect the employee's relationship to his or her job, his or her fellow workers, or Madeira Beach's reputation or goodwill in the community.
23. Engaging in discriminatory or harassing behavior of a verbal or physical nature which includes, but is not limited to, slurs, epithets, jokes, negative stereotyping, or other acts that relate to race, religion, gender, national origin, marital status, age or disability; or any display or written or graphic material such as photographs or cartoons that denigrates or shows hostility or aversion toward any individual or group because of same; as prohibited by Section XIII and the City's EEO/AA Policy.
24. Violation of Florida Statute 447.505, prohibiting public employees from participating in any strike against a public employer.
25. Conviction or guilt of a felony or a misdemeanor of the first or second degree as defined by Florida statutes or federal criminal law, without regard to or status of any criminal proceeding, or any violation of a county or municipal ordinance involving moral turpitude, while either on or off the job.
26. Failure to obtain and maintain, or suspension or revocation, of a state, federal or other license/certificate required or essential to the performance of the employee's job, and failure to inform the City of such suspension or revocation of license/certification.
27. Unacceptable driving record as determined by the City Manager or department director, or the loss, suspension, or revocation, of a driver's license, when driving duties and/or possession of a valid driver's license are requirements for the employee's job.

XI. DISCIPLINE AND DISCHARGE

Section: XI-D

B. Grounds for Discipline or Discharge

28. Two or more related or unrelated disciplinary actions.
29. A less than satisfactory employee performance evaluation.
30. Use of City vehicles for other than City business.
31. Failure to use seat belts while driving or riding in City vehicles, or any other violation of the policies on the use of vehicles for City business.
32. Failure to notify the City Human Resources Staff of any criminal arrest, charge or conviction within three (3) business days of such arrest, charge or conviction.
33. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned, or performing other than assigned work.
34. Productivity or workmanship not up to required standards of performance.
35. Failure to properly wear a complete City uniform as provided by the employee's department, or to display proper City identification as required by departmental rules.
36. Taking more than specified time for meals and rest periods.
37. Habitual failure to properly and timely complete record of time worked.
38. Knowingly making any unauthorized marks or amendments to time records of oneself or of another, or requesting or soliciting another employee to make such marks or amendments.
39. Failure to obtain and keep current the required authorization for outside employment.
40. Failure to pay just debts due, including debts to the City, or failure to make reasonable provision for the future payment of such debts, thereby causing annoyance or embarrassment to the City or its agents.
41. Failure to report immediately to the department director the loss of a City identification card or access keys.
42. Knowingly permitting another person to use your City identification card, or using another person's identification card, or altering a City identification card.
43. Failure to keep the Human Resources Department notified of current address and telephone number.
44. Unauthorized posting or removal of any matter on or from any City bulletin boards or City property.
45. Provoking or instigating a fight, or actively participating in a fight during the workday, including breaks and meal periods, or at any time while on City property.
46. Sleeping during work hours unless otherwise provided as in the Emergency Medical Service.
47. Unauthorized distribution of written or printed matter of any description on City premises.
48. Failure to report to the City Attorney's Office a request for information, or receipt of a subpoena from an attorney, law firm, or court of law in connection with City related litigation.

XI. DISCIPLINE AND DISCHARGE

Section: XI-D

B. Grounds for Discipline or Discharge

49. Unauthorized vending, soliciting or collecting contributions at any time on City premises.
50. Failure to comply with the City's computer and internet use policies.
51. Disregarding job duties by loafing or neglecting work during working hours or stopping work, wasting time, or loitering, or temporarily leaving assigned work area during working hours without permission.
52. Abuse of vacation or other leave privileges, including failure to follow leave request procedures or giving false information to access leave.
53. Being absent without permission or leave.
54. Deliberately misusing, destroying, damaging, or causing to be destroyed or damaged, any City property or property of a co-worker or citizen.
55. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation benefits, health insurance payments, or other benefits.
56. Knowingly harboring without proper treatment, a communicable disease, which may endanger the health of other employees.
57. Concerted curtailment or restriction of production or interference with work in or about the City's work stations including, but not limited to, instigating, leading or participating in any walkout, sit-down, stand-in, slowdown, sick-out, refusal to return to work at the assigned time for the scheduled shift, or participation in a strike or any concerted activity against the City as defined in Florida Statutes. For purposes of this rule, "concerted curtailment" means a coordinated effort by two or more employees to significantly reduce or limit work output or activity.
58. Threatening, intimidating, coercing or interfering with fellow employees, supervision or the public at any time, including the use of abusive, foul or obscene language.
59. Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the City or its operations.
60. Failure to report a work-related accident, illness or injury to the Risk Management Division.
61. Theft or misappropriation of City funds or other assets.

XI. DISCIPLINE AND DISCHARGE

Section: XI-6

C. Progressive Discipline**C. Progressive Discipline**

1. Progressive discipline is a series of steps which provide a systematic approach to address and correct performance or behavior that fails to meet standards established by the City.
2. This subsection shall cover regular employees except those listed in Section XI.A.3, and XI.D.2.d. of this Policy. Regular employees may appeal discipline in accordance with Section XI.D.
3. Directors and supervisors may utilize this process when discipline becomes necessary in an attempt to maintain fairness and consistency. However, the step at which progressive discipline begins may vary depending on a number of factors, such as the nature and severity of the conduct, the employee's past discipline and performance record, and seniority. The Human Resources Staff may be consulted at any step in the Progressive Discipline procedure.
4. The following steps apply to progressive discipline (Note-counseling and warnings alone are not considered disciplinary action for purposes of appeal, but are available tools to use in appropriate circumstances prior to issuing discipline. However, where conduct so warrants, counseling and/or warnings may be skipped in favor of disciplinary action):

Step 1 - Oral Counseling or Warning

Step 2 - Written Counseling or Warning

Step 3 - Written Discipline Notice, Suspension Without Pay, Probation, Demotion

Step 4 - Discharge

For purposes of this Section, the term "Probation" means that an employee who has attained the right to request a due process review of disciplinary action by having served beyond an initial or rehire probationary period shall be deemed to be back in a probationary period where the employee may be separated from employment without any such review.

5. When a supervisor determines that an employee's behavior or performance fails to meet standards established by the City or violates any provision of this policy, the supervisor should discuss such concerns with the employee and recommend a course of action for improvement. The discussion should include the following interactive process:
 - a. Clearly outline the behavioral problem or performance deficiency.
 - b. Allow the employee to respond to the concerns.
 - c. After considering the employee response, explain expected conduct or performance changes.
 - d. Establish a reasonable time frame in which improvement can be noted. In some cases, it is reasonable to expect quick improvement; other times, months may be more appropriate.
 - e. Tell the employee what the consequences will be if performance does not improve.
 - f. Ask the employee for a commitment to improve performance and correct the problems and follow up with the employee, providing feedback where appropriate.

XI. DISCIPLINE AND DISCHARGE

Section: XI-C

C. Progressive Discipline

- g. Document this process on official Counseling/Warning or Discipline forms as appropriate.

Step 1 - Oral Counseling or Warning. Progressive discipline may begin with an informal discussion between the supervisor and the employee.

Step 2 - Written Counseling or Warning. Absent an improvement in performance, or upon recurrence of a minor violation, the supervisor issues a written warning or counseling to the employee on appropriate City form. A copy of the counseling/warning, together with a copy of the employee's response (if any) will be sent to Human Resources for inclusion in the employee's official personnel file.

Step 3 - Written Discipline Notice, Suspension without Pay, Probation, Demotion. Absent an improvement in performance following a written counseling/warning, or upon the occurrence or recurrence of a serious violation, the department director may discipline with written notice, suspend without pay, place on probation, or demote, the employee. These measures are coordinated with Human Resources. Discipline actions shall be taken through issuance of the City's official Notice of Employee Discipline form, and will be sent to Human Resources for inclusion in the employee's official personnel file.

Step 4 - Discharge. Absent an improvement in performance following suspension without pay, probation, or demotion, or upon the occurrence or recurrence of a serious violation, the department director may decide to discharge the employee. Documentation associated with discharge will be included in the employee's official personnel file.

6. The progressive discipline policies specified herein are guidelines only and shall not be interpreted as creating a condition precedent to the issuing of justified disciplinary action or any particular level of discipline. Furthermore, due to the severity of discharge, where a director is considering discharge (in cases where discharge is not mandatory), in addition to considering the most recent conduct or performance which give rise to the need to discipline, the director shall also consider the employee's entire performance and discipline history, how the director has handled similar conduct or performance in the past, and how the performance or conduct impacts the employee's co-workers, the City's operations and reputation, and the City's citizens. While each case and each employee will have its unique factors, directors should strive to administer discipline in a consistent manner across his or her department and over time.
7. Managerial, professional or confidential personnel of the City who have been designated as serving at the pleasure of the Board of Commissioners or the City Manager are not covered by this progressive discipline policy and may be terminated at any time without regard to cause. To the extent the City adopts official forms for the purpose of issuing counseling, warnings or discipline, department directors will be required to make use of such official forms to communicate these actions to employees.

XI. DISCIPLINE AND DISCHARGE

Section: XI-D

*D. Appeal Process**D. Appeal Process*

1. Discipline Not Including Discharge

- a. A regular employee, not probationary or otherwise classified as serving at-will, who is disciplined by written notice of discipline only, or by probation, suspension without pay, or demotion may, within five (5) business days (excluding weekends and holidays) after the employee is notified of the discipline, request a review by the City Manager of the discipline action. The request for review must be submitted to the Human Resources Staff in writing and must state with specificity why the employee disagrees with the discipline action. The official City form adopted by Human Resources must be used to file the appeal. Upon receipt of a timely request, the City Manager will provide a review of the discipline action, which will include an opportunity for the employee to explain to the City Manager the facts surrounding the discipline and why he/she disagrees with the disciplinary action. In addition to providing an opportunity for the employee to present his or her arguments and any related documents, the City Manager shall speak with the director who issued the discipline, any relevant witnesses provided by the employee or director, and may review any City documents which might assist the City Manager in reaching a conclusion as to the merits of the review request.
- b. The City Manager shall make the final determination in writing. In the event the City Manager determines that the discipline was unwarranted or too severe for the incident concerned, the employee's suspension will be rescinded and loss of pay, benefits, or seniority restored, or the appropriate level of discipline will be imposed as determined by the City Manager. The City Manager's decision shall be final and not appealable.

2. Discharge

- a. A regular employee, not probationary, at-will, or otherwise ineligible for appeal per Section XI.A, whose conduct is under investigation or whose discharge is contemplated, may be placed on administrative leave without pay pending a final decision. Such employee shall be offered a pre-termination meeting unless the discharge is in accordance with Section XX of this Policy or immediate dismissal is required to protect the health, safety or welfare of City employees or the public. The purpose of a pre-termination meeting is to provide the employee an opportunity to hear the charges against him or her, and to present reasons why his/her employment should not be terminated.
- b. A regular employee, not probationary, at-will, or otherwise ineligible for appeal per Section XI.A, who has been discharged for cause may file a written request for a post-termination hearing with the Human Resources Department within ten (10) calendar days following the date the notice of termination is mailed. The hearing shall be conducted by a hearing officer retained by the City Commission in the manner provided for in the City Code.

XI. DISCIPLINE AND DISCHARGE

Section: XI-9

D. Appeal Process

- c. Within ten days after the hearing officer renders her or his findings of fact and conclusions of law related to a termination appeal, the employee may request a review of the order by the Civil Service Commission. As further set forth in the City Charter and Code, the jurisdiction of the Civil Service Commission is to interpret this Policy and any other relevant City policies, and to ultimately determine whether the City had factual and legal just cause to impose the discipline. In reaching its decision, the Civil Service Commission sits in an appellate advisory capacity. The focus is on whether, during the evidentiary hearing before the hearing officer, the City proved, through documents and witness testimony and by a preponderance of evidence, facts which demonstrate that the employee violated the cited City rules and policies. In addition to the question of proof of violation, the Civil Service Commission may also hear and consider an employee's argument that termination was not warranted. However, as to this question of proportionality, the Civil Service Commission should not impose its own managerial philosophy on the administration. Rather, it should consider factors such as whether the discipline imposed is required or allowed in this Policy, and whether the director issuing the discipline has dealt with similar past cases in the same manner in light of the particular appellant's entire record vs. other employees the appellant may seek to compare him or herself to. While the Civil Service Commission's proceedings are appellate in nature (meaning that no new evidence or testimony will be introduced and the record developed during the hearing officer proceedings (including any transcripts of witness testimony) will be the record on appeal), the Civil Service Commission may consider new evidence, but only if it finds, by separate vote, that the evidence was intentionally hidden from the employee by the City such that the employee could not have known about it at the time of the hearing officer proceedings.
- d. The Civil Service Commission does not have jurisdiction over, and may not rule upon, or make findings about, any allegations of a violation of a county, state or federal law. Appellants seeking to raise such violations should do so by way of the appropriate statutory procedures.
- e. Employees may not appeal letters confirming job abandonment, letters confirming separation due to inability to perform due to health issues or loss of license or qualification, last chance agreements or voluntary separation agreements, as these are not forms of discipline.
- f. Discharges for violation of Section XX based on test results must proceed with the test result challenge process in that Section prior to being granted a post-termination hearing. Employees failing to challenge a test result will be deemed to have waived any right to a post-termination hearing. Employees seeking a hearing to challenge a test result are deemed to waive any medical confidentiality of records, but only to the extent the City will be required to introduce records of the test results and any related documentation the employee provides the City to rebut a positive test.
- g. Upon timely receipt of a request for a post-termination hearing, the following will occur:
 - (1) The City Manager will refer the request to the Civil Service Commission, which will work with Human Resources staff to schedule a hearing date in a prompt and reasonable time.
 - (2) The City Clerk will serve as the Clerk for the proceedings, and shall maintain the

XI. DISCIPLINE AND DISCHARGE

Section: XI-D

D. Appeal Process

official record of evidence submitted and meeting notes. The Clerk will set the time and place of the hearing, and will notify all interested parties. The Clerk shall also ensure that hearing officers are provided with the City's standard hearing procedures to permit an orderly, efficient and fair hearing.

- (3) The hearing officer will conduct the post-termination hearing as a quasi-judicial process. At a post-termination hearing, the City and the discharged employee may present evidence, examine and cross-examine witnesses, raise objections, and be represented by counsel.
- (4) The hearing officer will make findings of fact and conclusions as to the application of those facts to the City's policies.
- (5) The hearing officer's recommended order (and if appealed further, the Civil Service Commission's advisory opinion) will be forwarded to the City Manager who will make a final decision. In making a final decision, the City Manager may not overturn the hearing officer's findings of fact, but may reach a different conclusion as to how such facts should be applied to the City's policies. For purposes of certiorari appellate review, the City Manager's written decision shall be the final action of the City.
- (6) In the event the City Manager determines that the violation was not factually supported, the employee will be reinstated without loss of pay, benefits, or seniority. Upon determining that policy violations occurred but that a disciplinary action other than termination is warranted, the City Manager shall impose the appropriate discipline, which shall not be further appealable. If the City Manager determines that policy violations occurred and that the discipline imposed was appropriate, he/she shall so find. A copy of the Manager's final written determination shall be provided to the employee.
- (7) Notwithstanding the foregoing, employees may elect an alternative remedy to appeal a disciplinary action where same is provided for by applicable collective bargaining agreement.

h. Name Clearing Hearings

- (1) When an employee is discharged for cause, and where the employee believes that his or her file contains stigmatizing information connected with the discharge or where a City official publishes post-termination information connected with the discharge the employee believes contains stigmatizing information, the employee may, within ten (10) calendar days of receiving notice of the discharge or of the publishing of the post-termination information, request a hearing for the sole purpose of responding to the information considered to be stigmatizing.
- (2) The Civil Service Commission shall conduct a name-clearing hearing, and shall provide the discharged employee an opportunity to clear his/her name. A hearing held pursuant to this section (h) will be recorded and the record preserved for such times as may be prescribed by law or, if no such time is prescribed, for a reasonable time. Upon hearing from the former employee and any relevant City witnesses, the

XI. DISCIPLINE AND DISCHARGE

Section: XI-D

D. Appeal Process

Civil Service Commission may require that the City Manager remove or supplement a demonstrably false or incomplete statement or conclusion in a file, including by supplementing the file with the former employee's position, or that the City issue a retraction or clarification of a demonstrably false or incomplete statement to the public, or take some other measure requested by the former employee so as to eliminate or reduce the alleged unwarranted stigma. The Civil Service Commission may also decide to make no recommendation if one is not warranted. The mere confirmation that the former employee had been discharged, the fulfillment of a public records request for documents related to the discharge, or the former employee's disagreement with a discharge decision, will not be proper foundations for a name-clearing hearing. Such a hearing shall not entitle the employee to any relief from discharge.

XII. EMPLOYEE COMPLAINT PROCEDURE

Section: XII-A

A. Definition of Terms

XII. EMPLOYEE COMPLAINT PROCEDURE**A. Definition of Terms**

1. **Complaint** - a written statement made by an employee concerning any non-disciplinary, work-related problem. The statement must be submitted on the City's official grievance form before it can be considered a "complaint."
2. **Immediate Supervisor** - the person in the chain of command to whom an employee directly reports and under whose direct supervision the employee performs his/her job.
3. **Regular Employee or Employee** - (for purposes of this Section) - a person employed by the City who is not working in a temporary status.
4. **Occurrence** - an event that caused the complaint or an incident which the employee, through the exercise of reasonable care, should have known about.
5. **Temporary Employee** - a non-regular employee (e.g., OPS, on-call, contingency, student intern) as defined in Section I.B.1. of this policy.

XII. EMPLOYEE COMPLAINT PROCEDURE

Section: XII-B

B. General Provisions**B. General Provisions****1. Purpose**

The purpose of the Complaint Procedure is to establish a process for resolving employee work-related problems and grievances at the lowest administrative level possible and to ensure the fair, expeditious and orderly resolution same. The Complaint Procedure shall NOT be used to appeal evaluations or discipline, nor to address allegations of illegal harassment or discrimination. Complaints regarding such matters must be processed under the provisions of Section XIII, Illegal Discrimination or Harassment.

2. Coverage

- a. The Employee Complaint Procedure is applicable to all regular employees.
- b. Employees, including probationary and temporary employees, who wish to lodge a complaint concerning illegal discrimination must utilize the formal procedures established in Section XIII of this Policy.
- c. Employees wishing to report violations of federal, state, or local laws committed by an employee or independent contractor of the City which presents a substantial and specific danger to the public's health, safety, or welfare, or an act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty committed by an employee or agent of the City may be reported under the whistleblower provisions in Article II of Chapter 50 of the City Code.

3. Time Limits

- a. The time limits set forth in this Procedure are strictly adhered to unless waived by both parties concerned or the Human Resources Staff.
- b. Failure on the part of the supervisor, the department or the Human Resources Department to comply with the time limits enables the employee to proceed to the next step.
- c. If an employee fails to comply with the time limits, his or her problem shall be deemed resolved, and any pending complaint shall be dismissed.

4. Responsibilities of Department Directors

- a. Department directors are responsible for ensuring that supervisors promptly handle employee problems and that each employee is made aware of this Procedure.
- b. Department directors are encouraged to call upon the Human Resources Staff for an interpretation of any City Personnel Policy or Procedure or for guidance regarding the application of City Personnel Policies, Rules and Procedures. Department directors are also encouraged to consult with the Human Resources Staff or designee concerning employee relations matters.

5. Available Complaint Procedures

Employees have the following procedures available to them:

- a. Opportunity to file a complaint with the Human Resources Department.
- b. Opportunity for informal resolution of the complaint. An effort will be made within the affected department to resolve the problem informally through the use of representatives of the Human Resources Department, as necessary.

XII. EMPLOYEE COMPLAINT PROCEDURE

Section: XII-D

B. General Provisions

- c. Opportunity to bring witnesses and documentary evidence at any step in this Procedure.
- d. Opportunity to have copies of relevant records or documents provided by the records custodian when such records or documents are kept by or for the City in the ordinary course of business.

XII. EMPLOYEE COMPLAINT PROCEDURE

Section: XII-C

C. Procedural Steps**C. Procedural Steps**

The following steps are available to employees for the orderly and expeditious processing of non-disciplinary, work-related problems or complaints.

1. STEP I: Immediate Supervisor

- a. When an employee has a work-related complaint, the employee should consult with his/her immediate supervisor within fifteen (15) calendar days of the occurrence. Either or both parties may request Human Resources' assistance in resolving the complaint. However, employees are encouraged to work in good faith with their respective supervisors for speedy resolutions of their problems or concerns.
- b. If a satisfactory resolution is not reached within two (2) of the supervisor's working days following the employee's initial consultation with the supervisor, the employee has two (2) additional workdays to put the problem in writing on an official form and to present it to his/her supervisor.
- c. The supervisor has two (2) working days (supervisor's working days) from the day the employee presented the written complaint to give the employee a written decision on an official form, with forwarding copies.

2. STEP II: Department Director

If the matter is not satisfactorily resolved in Step I, the employee may present the written statement of the problem or concern to the department director. This step must be taken within five (5) working days of receipt of the supervisor's written decision. The department director shall render a written decision to the employee within five (5) working days after receipt of the employee's written statement, with forwarding copies.

3. STEP III: Human Resources Department

In the event the complaint remains unsettled, the employee may refer the matter to Human Resources within five (5) working days of receipt of the department director's decision. The Human Resources Staff or designee attempts to resolve complaints within his/her area of responsibility. In the event the complaint is not resolved within ten (10) working days of receiving the complaint or if it is beyond the scope of the Human Resources Staff's responsibility, the Human Resources Department will prepare a report to the City Manager.

4. STEP IV: City Manager

The City Manager or his/her designee will consider the complaint. Upon request, the complaining employee may explain his/her position in writing and/or in a meeting with the relevant official/designee. After considering all the available information, including any recommendation by a designee, the City Manager will make a final determination within twenty (20) calendar days after receipt of written submission, meeting with employee, or receipt of designee's report, whichever is last-occurring.

XII. EMPLOYEE COMPLAINT PROCEDURE

Section: XII-D

*D. Prohibition Against Retaliation; periodic reports to civil service commission**D. Prohibition Against Retaliation; Civil Service Commission Oversight*

1. Madeira Beach prohibits retaliation against any employee for using the Employee Complaint Procedure or for participating or cooperating in any way in connection with this Procedure.
2. An employee who believes that he/she has been harassed or retaliated against for having used this complaint procedure may, within fifteen (15) calendar days of the occurrence, file such allegation with the Human Resources Department for further investigation. After completion of its investigation, the Human Resources Department will submit a report of its investigation to the City Manager, who will take appropriate action.
3. Violation of this subsection is subject to disciplinary action up to and/or including discharge.
4. The Civil Service Commission shall receive quarterly reports of all complaints within the prior quarter, setting forth the nature of the complaint, the resolution, whether the complaint was processed according to the time limits set forth in this Section, and indicating whether the employee agreed with the disposition.

XIII. ILLEGAL DISCRIMINATION OR HARASSMENT

Section: XII

XIII. ILLEGAL DISCRIMINATION OR HARASSMENT**A. Policy**

1. Madeira Beach is committed to providing workplaces that are non-discriminatory and afford equal treatment to all. The City will not condone or tolerate illegal discriminatory behavior. This specifically includes sexual harassment and any other type of harassment or discriminatory conduct based on race, color, national origin, religion, gender, marital status, age, citizenship or disability (protected class).
2. Employees shall not engage in conduct which violates this policy at any time during working hours, or on City premises while off duty, or while off duty and interacting with fellow employees (including interactions on social media).
3. All administrative and supervisory personnel are expected to abide by the City's commitment to equal opportunity and treatment under the law and to ensure that this policy is fully implemented and enforced.
4. Due to the severity of illegal discriminatory conduct, and the legal questions which are often involved in investigating such conduct, the procedures in this policy shall be used in investigating and dealing with illegal discrimination complaints. The City's general Complaint Procedure shall not be used to address such complaints.

B. Definitions

1. Illegal harassment or discriminatory conduct can be any verbal or physical conduct that belittles or otherwise shows hostility or aversion toward an individual or group based upon that individual's or group's race, color, religion, gender (including sexual orientation or transgender status), national origin, marital status, age, citizenship or disability, and that for a reasonable person:
 - (a) has the effect of creating an intimidating, hostile, or offensive work environment; or
 - (b) has the effect of unreasonably interfering with an individual's work performance; or
 - (c) otherwise adversely affects an individual's terms and conditions of employment.
2. Examples of illegal harassment include, but are not limited to, epithets, slurs, jokes, negative stereotyping, or other acts which are threatening, intimidating, or hostile in nature, that relate to a protected class, or any display of written or graphic material such as photographs or cartoons that belittles or shows hostility or aversion toward an individual or group because of the same.
3. Sexual harassment is generally defined as abusive treatment of an employee by the employer or by a person or persons under the employer's control, which would not occur but for the person's gender, when:
 - (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - (b) submission to such conduct by an individual is used as the basis for employment decisions affecting the individual; or

XIII. ILLEGAL DISCRIMINATION OR HARASSMENT

Section: XII

- (c) such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive work environment.
4. Examples of conduct which may constitute sexual harassment may include, but are not limited to, the following:
- (a) unwelcome sexual advances, flirtations, or propositions
 - (b) actual or implied demands for sexual favors in exchange for favorable treatment or continued employment
 - (c) unwelcome jokes or remarks of a sexually oriented nature
 - (d) verbal abuse of a sexual nature
 - (e) unwelcome commentary about an individual's body, sexual prowess, attractiveness, or sexual deficiency
 - (f) any display in the workplace of sexually suggestive objects, pictures, posters, or reading material
 - (g) a coerced sexual act or assault
 - (h) uninvited physical contact of a sexual nature such as pinching, grabbing, patting, or brushing against another person
 - (i) uninvited leering, whistling, or gestures of a sexual nature

C. Procedure

1. Any employee or applicant who believes that he or she is being or has been illegally discriminated or retaliated against or harassed must file a timely written complaint with the Human Resources Staff. To the extent the City maintains an official form for the purpose of filing a charge under this section, such form must be used and all questions therein responded to fully.
2. Directors, managers and supervisors must not initiate investigations on their own but are responsible for immediately bringing any allegation or concern related to potential cases of illegal discrimination or harassment to the attention of Human Resources.
3. The Human Resources Department will be responsible for evaluating all complaints under this policy with legal advice as needed, and making the determination on whether an internal investigation is warranted. In cases where such an investigation is determined to be warranted, the City Manager will designate an appropriately qualified person or persons from outside the employee's department who shall be responsible for conducting a prompt, thorough and objective investigation.
4. Employees questioned during the course of an investigation are obligated to cooperate in a full and honest manner. No employee shall face any form of reprisal for making a complaint or for his or her cooperation with an internal investigation. Employees who either refuse to cooperate in an internal investigation, or who intentionally give false information at any point within an investigation, shall be subject to disciplinary action.

XIII. ILLEGAL DISCRIMINATION OR HARASSMENT

Section: XIII

5. Once an internal investigation has been concluded, the Human Resources Department will review the investigator's written report with the City Manager and appropriate senior staff, to include the department director(s) at-interest. In appropriate cases, the City Attorney may also be present to advise. This panel will determine the remedial action to be taken, if required. A final written report containing final findings and the actions taken will be generated at the conclusion of the investigation and review, with a copy provided to the complainant. Individuals against whom allegations were raised will likewise be entitled to receive a copy of the final report upon request.
6. Once an investigation has been concluded, it shall be the responsibility of the department director at-interest to implement the remedial actions which were determined by the review panel to be appropriate. The Human Resources Department shall be responsible for monitoring the workplace situation, and should be contacted by the complainant or other affected parties if they at any point feel that either retaliation is taking place or the illegal behavior is continuing.
7. This internal complaint and investigation process does not preclude an aggrieved employee from filing a complaint with the United States Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. However, failing to utilize this internal procedure may under the law result in the loss of important legal rights.

XIV. LABOR-MANAGEMENT RELATIONS

Section: XIV

XIV. LABOR-MANAGEMENT RELATIONS

1. By law, Madeira Beach employees have the right to form, join, and participate in, or to refrain from forming, joining, or participating in legally sanctioned employee organizations to represent them in employee relations matters.
2. City employees have the right to refuse to join or participate in the activities of employee organizations. They also have the right to represent themselves individually in their employment relations with the City.
3. No employee will be interfered with, intimidated, restrained, coerced or discriminated against because of his/her exercise of these rights. It is the intent of the City that nothing in this section shall be construed to either encourage or discourage the organization of employees.
4. Employees who are or become covered under a collective bargaining agreement shall also be subject to the Personnel Policy, Rules and Procedures. If any direct conflicts occur between such agreements and the Personnel Policies, the agreement shall take precedence. Such agreements shall be controlling, in cases of conflict, even where the rights or benefits provided within said agreements are lesser than those contained within the Personnel Policies.

XV. EMPLOYEE RECOGNITION PROGRAM

Section: XV

XV. EMPLOYEE RECOGNITION PROGRAM

1. The Board of Commissioners seeks to recognize and reward City employees for dedication to the City, exemplary performance and innovation, and gains in efficiency, City positive environmental impacts and cost reduction, all of which enhance the performance of City government.
2. All regular full and part-time employees shall be eligible to receive recognition and awards related to an individual employee's or work group's exceptional accomplishments or contributions related to their City service.
3. Employees may, to the extent budgeted funds are available, receive appropriate recognition including plaques or other tokens, paid time off, leave credits or monetary awards for the following categories such as employee of the month/year, heroism, and years of service.
4. Employees may receive recognition based on the following criteria:
 - Discovery or invention of a unique innovative idea, process, procedure or policy which will result in significant improvement or efficiency in the operation of their department or the City in general.
 - Implementation of a project, idea, process, procedure or policy resulting in significant monetary savings to the City.
 - Outstanding and exemplary performance in the daily capacity of an employee which far exceeds the expectations of the position.
 - Achieving or substantially contributing to the achievement of a highly desirable outcome, either in terms of substantial safety improvements or the avoidance of risk, or otherwise obtaining an extraordinary beneficial result through exceptionally strenuous or complex work of a non-routine nature.
 - Providing highly effective assistance "above and beyond the call of duty" type efforts resulting in a positively changed outcome for the employees or citizens of Madeira Beach.
5. All employee awards provided for herein shall be in accordance with Florida law and City policies concerning such awards. The City Manager shall have the authority to develop and periodically revise procedures and forms to implement this section.

XVI. EMPLOYEE PERFORMANCE EVALUATION SYSTEM

Section: XVI

XVI. EMPLOYEE PERFORMANCE EVALUATION SYSTEM

1. Under the direction of the City Manager, the Human Resources Staff administers a program for rating the work performance of Madeira Beach employees.
2. The Performance Evaluation Program is designed to provide procedures and guidelines for supervisors to evaluate the performance of City employees in the accomplishment of their assigned duties and responsibilities.
3. Through the uniform application of these procedures and guidelines, supervisors can use the Performance Evaluation Program as an effective management tool to recognize accomplishments, guide and reward performance and improve productivity and morale.
4. The City Manager is authorized to approve administrative revisions to the Performance Evaluation Program.
5. The Employee Performance Evaluation Forms adopted by the City Manager must be used for all official employee performance evaluations. These forms shall be posted on any available employee-only City computer networks so as to facilitate electronic completion by management.
6. Performance Evaluation Program guidelines may be published separately by Human Resources to aid management in the use of the Program.
7. All employees of Madeira Beach may, at their election, draft and submit a written response to any performance evaluation given by management. Such written responses, which shall be free of profane, discriminatory, abusive or inflammatory language, and which should address and respond to the evaluation, will be appended to the evaluation being responded to, and placed in the official personnel file.

XVII. OUTSIDE EMPLOYMENT, ENTERPRISE, BUSINESS

Section: XVII

XVII. OUTSIDE EMPLOYMENT, ENTERPRISE, BUSINESS

1. No City official or employee shall work in any enterprise or business, including self-employment, accept outside employment, or render services for private interests, whether paid or unpaid, non-profit or profit, when the employment or service conflicts with the employee's official duties. Nor shall such work create an appearance of conflict or impair independent judgment or action in the performance of the duties of a City employee.
2. Newly-hired or current employees wishing to engage in, or continue in any enterprise, business, outside employment, or to render services for private interests, paid or unpaid, non-profit or profit, must first request approval from their department director on a request for outside employment form provided by the Human Resources Department. The department director will make an initial assessment of the request to ascertain whether the proposed nature and/or schedule of the outside employment will or likely will negatively impact the employee's City job performance. If an initial determination of non-interference is made by the director, the department director then informs the City Manager of the request. Employees who fail to file a request to their department director (City Manager for employees directly reporting to that official) prior to engaging in outside employment activity may be subject to disciplinary action up to and/or including dismissal. Newly hired employees must declare and seek approval of supplemental employment or other outside business at the time of hiring.
3. Upon referral from the department, the City Manager reviews all pertinent information and consults with the department director as needed. The City Manager determines if the employment or activity is inconsistent, incompatible, or conflicts with the employee's duties and responsibilities, or may tend to do so. Based upon this information, the City Manager approves or disapproves the request to engage in the secondary employment or outside business.
4. The proposed employment shall not be with a business or agency subject to the regulation of, or that is doing business with, the department of the employee, except if expressly permitted by state law.
5. The proposed employment cannot require the employee to disclose or use information gained in his/her official City position that is not available to the public.
6. Changes in secondary employment or outside business must be reported promptly to the department director, who will determine whether further approval is required.
7. Permission to engage in secondary employment and outside business may be denied or withdrawn at any time if the City Manager or Department Director determines, in his or her sole discretion, that such activities are interfering with, or may be expected to interfere with, the employee's production, efficiency, duties or responsibilities, or when it causes discredit or is in conflict with City interests.
8. Any outside employment or business described above is secondary to the requirements of regular City employment. It must not interfere with or impede the availability of an employee to perform his/her duties and responsibilities. Every employee granted approval under this rule must agree to respond immediately to any call to duty by the City whenever the

XVII. OUTSIDE EMPLOYMENT, ENTERPRISE, BUSINESS

Section: XVII

department director (City Manager for employees directly reporting to that official) determines his/her services are necessary.

9. Supervisors must be notified immediately, but no later than the employee's next scheduled working day, of injuries sustained during outside employment. Employees sustaining injuries are ineligible to receive workers compensation benefits from the City. Sick leave benefits are allowed based on injury or illness arising from outside employment only if the outside employment has been approved under this policy and only to the extent the employee is not eligible to be otherwise compensated for absences caused by the injury or illness.
10. No City personnel, equipment, facilities, vehicles, or other property may be used by employees while engaged in outside employment, enterprise or business.
11. No employee shall perform work for private individuals or other governmental departments/agencies as a part of his/her City employment except when the work is part of contract arrangements, mutual aid agreements, or interlocal agreements entered into by the Board of Commissioners.
12. No employee of Madeira Beach shall have financial interests in the profits of contracts, services or other work performed by or for the City. Nor shall a City employee personally profit, directly or indirectly, from any contract, purchase, sale or service between the City and any person or business. Any employee who violates this rule is guilty of misconduct and subject to immediate dismissal.

XVIII. POLITICAL ACTIVITY

Section: XVII

XVIII. POLITICAL ACTIVITY

1. No person shall be appointed to, demoted, or dismissed from any City position, or in any way favored or discriminated against with respect to employment with Madeira Beach, because of political opinion or affiliations.
2. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure for any person an appointment or advantage in appointment to a position in Madeira Beach government service, or in the service of any Pinellas County constitutional officer, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any other political consideration.
3. As an individual, each employee retains all rights and obligations of citizenship provided in the Constitution and laws of the State and the Constitution and laws of the United States. However, no employee of the City of Madeira Beach shall:
 - a. Take any active part in a political campaign while on duty or within any period of time during which they are expected to perform services for which they receive compensation from the City. This will include making or distributing flyers, hand cards, or other campaign or political items in the workplace; or making use of any City equipment, service or facility in furtherance of any campaign or political purpose.
 - b. Use the authority of their position to secure support for or oppose any candidate, party or issue in an election or affect the results thereof.
 - c. Use any promise or reward or threat of loss to encourage or coerce any employee to support or contribute to any political issue, candidate or party.
 - d. Display on their person (while on duty), City vehicles or in their workplace, any button, sign, decal or other symbol of support for any elected official, political party, issue or candidate for public office.
 - e. Appear in any print, television, radio, online, social media or other form of advertisement for any elected official, political party, issue or candidate while wearing a Madeira Beach uniform, or while identifying oneself as an employee of Madeira Beach.

Nothing herein shall be interpreted as prohibiting a City employee from using City resources related to state or local referendum or initiative to the extent authorized by Florida Statute § 106.113 where that employee's duties permit or require such work, and where the Madeira Beach Commission has adopted a policy or position concerning the matter.

4. An employee who takes any step to run for a Madeira Beach Commission seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with Madeira Beach as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective

XVIII. POLITICAL ACTIVITY

Section: XVII

public office or applying for appointment to any appointive public office.

5. An employee elected to public office other than as a Madeira Beach Commissioner or Constitutional Officer shall resign from City employment if the elected position presents any conflict of interest or interference with the employee's City job. The City Manager may grant written permission to remain in the City job, if no such conflict or interference exists. For purposes of this section, a conflict of interest will be determined in the sole discretion of the City Manager regardless of any other determination.
6. Any person who violates any provision of this section shall be subject to disciplinary action, up to and/or including discharge. However, nothing herein shall be construed to prohibit an employee's right to file a complaint of workplace discrimination or harassment, to raise a concern regarding workplace safety, to report to appropriate authorities the misuse or theft of City assets, or to engage in casual workplace discussions on social or political topics, so long as such discussions do not, in the judgment of management, interfere with the orderly, peaceful, and efficient performance of assigned duties or with the valid exercise of authority of management. Employees or managers having questions concerning political activities or the interpretation of this policy should consult the Human Resources Staff and the City Attorney's Office.

XIX. SAFETY

Section: XIX

XIX. SAFETY

1. Employee safety is a primary Madeira Beach obligation. All employees are personally responsible for safety in the workplace.
2. The City Manager is authorized to develop and publish a Madeira Beach Safety Manual to provide safety policies and procedures to be used by all departments for the safety of City employees and protection of City property.
3. Employees who knowingly and willfully violate any published safety policies and procedures are subject to disciplinary action, up to and/or including discharge, under Section XI of the Policy.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-A

*A Purpose, Scope and Prohibitions***XX. DRUG-FREE WORKPLACE PROGRAM***A. Purpose, Scope and Prohibitions*

1. The City of Madeira Beach has a compelling interest in maintaining a safe, healthy and productive work environment for all its employees; in providing professional services for its customers in a safe, timely and efficient manner; in maintaining the security of its equipment and workplace; and in performing all these functions in a fashion consistent with the interests and concerns of the community.
2. Pursuant to these goals, the City has established a Drug-Free Workplace Program. This program is intended to comply with: the Drug-Free Workplace Program requirements set forth in Chapter 440, Florida Statutes; the implementing regulations, promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation; 49 U.S.C. §§ 5301 and 5331; and the implementing regulations in **Title 49 of the Code of Federal Regulations, Parts 29, 40, 382 and 655 (bolded throughout Sections XX-A, B, C, and D of this policy)**. The program is also intended to deter drug and alcohol abuse by employees in order to limit illness and injuries to themselves and to others. While the majority of the program will have standards applicable to all City employees, certain provisions will vary to comply with regulations specific to certain job classifications. A copy of the federal regulations applicable to this program may be obtained in the Human Resources Department, or directly from the federal government's web sites.
3. To enforce the City's drug and alcohol-free policies and programs, candidates for employment and current employees can be required to submit to substance abuse testing under certain circumstances as set forth herein, and are expected to cooperate fully in providing specimens and explanations that may be subsequently required by this Policy.
4. This policy applies to candidates for employment and to City employees in all job classifications at all locations, during their entire work day (includes on-call and stand-by time).
5. City employees are strictly prohibited from engaging in any of the following acts while on City premises or within City facilities, while conducting City-related work off City premises, or while operating City vehicles:
 - a. Unlawful possession, use, consumption, sale, purchase, distribution, dispensation or manufacture of any illegal drug; or
 - b. Use or consumption of alcoholic beverages; or
 - c. Misuse of legally obtained drugs.
6. The City:
 - a. Will not permit any employee to report to work nor to perform duties with the presence of any illegal drug in his/her system; or with a blood-alcohol level as defined in Florida Statutes § 316.1932(1) (b), of 0.08 percent or more; or if his/her senses are impaired due to misuse of legally obtained drugs.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-A

A Purpose, Scope and Prohibitions

- b. **Will not permit any safety-sensitive employee covered by Parts 655 (Federal Transit Administration) and 382 (Federal Motor Carrier Safety Administration) of Title 49 of the Code of Federal Regulations (hereinafter: "covered employee") to:**
- (1) report to work with an alcohol concentration of 0.02 or greater**
 - (2) perform safety sensitive functions within four hours of using alcohol**
 - (3) consume alcohol for 8 hours following an accident unless employee has undergone and tested clean after being administered a post-accident alcohol test**
 - (4) perform or continue to perform safety sensitive functions with an alcohol concentration of 0.02 or greater.**
- c. **Will not permit employees to consume alcohol during the hours the employee is on call. Pursuant to Federal Transit Administration regulation 49 C.F.R. Part 655, a covered on-call employee who is called to report to duty shall have the opportunity to acknowledge that he/she has used alcohol during the on-call period, and whether he/she is able to perform his or her safety-sensitive duties. If the covered employee acknowledges having used alcohol during the on-call period, but asserts that he/she is able to perform his/her duties, the City shall refer the employee for testing. The City requires any admission that an on-call employee has used alcohol during an on call duty shift be in writing, and reserves the right to send any employee for testing, even where the employee admits alcohol use and that he/she cannot perform their duties.**
- d. Will not permit any employee to report to work or to perform his/her duties while taking prescription or non-prescription medication which adversely affects the person's ability to safely and effectively perform his or her job functions. Employees are required to notify their supervisor of prescription or over-the-counter medication which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected. All employees holding safety sensitive positions must comply with this requirement by completing the official reporting form developed by the Human Resources Department for this purpose. The City also reserves the right, once in receipt of notice, to require submission of additional documentation from the prescribing physician(s) confirming the ability to work under this policy. Medical advice will then be sought, as appropriate, before allowing the employee to return to performing work-related duties.
- e. Will require an employee to report any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution to the Human Resources Staff, in writing, no later than three (3) days after such conviction. Any employee who fails to notify the Human Resources Staff will be subject to disciplinary action, up to and including termination.
7. Abiding by the terms of this policy is a condition of employment.
8. Any employee who violates this policy is subject to disciplinary action, up to and/or including discharge.
9. The policies and procedures set forth in the City's Drug-Free Workplace Program constitute statements of policy only, and are not to be interpreted as a contract of employment between the City and any of its employees. The City reserves the right to change, modify, or delete any of the Program's provisions and policies at any time.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program**B. Drug and Alcohol Testing Program**

1. Types of Testing

a. Job Applicant Testing

- (1) Employment of every applicant who has received an offer of a job which has been designated as safety-sensitive is contingent on successfully passing a substance abuse test. The City reserves the right to allow a job applicant to start work pending the results of the drug test (with exception to applicants hired into "covered" positions).
- (2) For purposes of this section, the term "applicant" includes City employees who, for any reason, accept or are assigned to a safety-sensitive position.
- (3) Employees who advance within an established career ladder into a safety-sensitive position must submit to a drug test.

b. Persons covered under subsection two (2) or three (3) above will be sent for testing under City authority and using non-DOT referral form(s). **Non-safety-sensitive employees accepting or being assigned a covered safety-sensitive position must use DOT-approved referral form(s).**

c. Reasonable Suspicion Testing and/or Post Accident/Cause.

- (1) Personnel trained by the City to detect the signs and symptoms of drug or alcohol use (and any other official authorized to make non-DOT referrals) may develop a reasonable suspicion to believe that an employee is using or has used drugs in violation of the City's policy. Evidence sufficient to support the development of a reasonable suspicion may consist of, but is not limited to:
 - (a) Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
 - (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (c) A report of drug/alcohol use, provided by a reliable and credible source. Covered employees will be referred and tests processed on non-DOT chain of custody and breath alcohol forms.
 - (d) Evidence that an individual has tampered with a required drug test.
 - (e) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on City premises or while operating a City vehicle, machinery, or equipment. Covered employees will be referred and tests processed on non-DOT chain of custody and breath alcohol forms.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

- (f) Information that an employee has caused, contributed to, or been involved in an accident while at work. An employee who is unable to submit to testing at the time of an accident due to the seriousness of his/her injuries is required to provide the necessary authorization for obtaining medical reports or other documentation that would indicate whether there were any drugs or alcohol in his or her body. Employees not involved in accidents covered by specific federal regulatory criteria shall be referred to post-accident testing pursuant to forms and criteria developed by the Human Resources Department. **Pursuant to Federal Transit Administration regulation 49 C.F.R. Part 655, covered employees, including operators and other covered employees whose performance could have contributed to the accident, shall be referred for post-accident testing in the case of a fatality, bodily injury requiring medical attention away from the scene of the accident, or if the transit vehicle is a rubber tire vehicle and any of the involved vehicles are towed away, unless, in the case of a non-fatal accident, the employee's performance can be completely discounted as a contributing factor based on the best information available at the time of the referral decision. Accidents involving employees covered by Federal Motor Carrier Administration regulations will be referred for post-accident testing as required by 49 C.F.R. Part 382.**
- (g) An expanded panel drug test will be completed if any of the above criteria (a-e) exist. Note: **Federal Motor Carrier Administration and Federal Transit Administration** employees will have both a 5-panel test and a City specified expanded panel test completed during the one collection.
- (2) Immediate supervisors will report their suspicions to their department director. An employee will report immediately after the order to the designated laboratory for testing, under the following conditions:
- (a) If the supervisor believes the employee is impaired in any way by drugs or alcohol, the supervisor will personally drive or direct another responsible individual to drive the employee to the approved drug testing site.
- (b) An employee suspected of being impaired shall never be permitted to drive a vehicle during any duty shift during the period of suspicion.
- (c) Travel to and from, and time spent at, the drug testing site will be on City time - not the employee's own time.
- (d) After drug testing is completed, the employee should be transported to the department director's location. The director, based on the facts and circumstances, may place the employee on administrative leave pending receipt of the results of the drug or alcohol testing.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

- (e) The director should arrange to have an impaired employee taken home. The director should tell an employee who refuses assistance that law enforcement authorities will be called if the employee attempts to drive home alone. If the employee persists in attempting to drive after such a warning, the director must call the appropriate law enforcement agency.
- (f) **Pursuant to 49 C.F.R. Parts 382 and 655, covered employees will be subject to alcohol testing only while performing safety sensitive duties or immediately before or after the performance of such functions. Alcohol testing shall only be administered if the reasonable suspicion observation is made immediately before or after the performance of safety sensitive duties, or while actually performing such duties (non-DOT forms shall be used to process referrals of employees performing non-safety-sensitive duties). If breath alcohol test is not administered within two (2) hours, then reasons shall be documented by the supervisor or other authorized official on designated HR forms and attempts to obtain testing shall continue. However, attempts to obtain alcohol testing shall cease after eight (8) hours and the supervisor or authorized official must further document the reasons for the failure to obtain testing within the allotted time period.**
- (3) Within seven (7) days after testing based on reasonable suspicion, the supervisor who recommended the testing shall detail in writing, on the City's Reasonable Suspicion Testing Report Form, the circumstances which formed the basis of his or her belief that reasonable suspicion existed to warrant the testing. The department director who directed the drug test will certify on the form that he/she was informed of the basis of suspicion and was satisfied reasonable suspicion existed. A copy of this report shall be provided to the employee being tested upon request. The original copy of the report shall be kept confidential and retained by the Human Resources Department for at least twelve months.
- (4) Any on-the-job injury for which an employee requests or is required to seek Workers' Compensation medical treatment amounts to sufficient reasonable suspicion to require drug testing. All employees reporting for such medical treatment will submit to a drug/alcohol test as part of the evaluation. The employee's immediate supervisor will prepare a Reasonable Suspicion Testing Report Form the first time an employee is treated for a particular injury and forward the Form, through the department director for certification, to the Human Resources Staff within three (3) work days of the first treatment.
- (5) **Pursuant to 49 C.F.R. Parts 382 and 655, post-accident testing related to accidents involving covered employees shall be completed as soon as practicable but must be within thirty-two (32) hours of the accident. If a post-accident alcohol test is not conducted within two (2) hours of the accident, the supervisor must document the reasons why on such form as may be developed by the Human Resources Department for such use. Nevertheless, the supervisor shall continue attempts to obtain a specimen for up to eight (8) hours after the accident. All reasons why attempts to obtain a specimen within this eight (8) hour period were unsuccessful must be documented as noted above. Covered**

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

employees must remain readily available for post-accident testing, including notifying their department or Human Resources of their location if they leave the scene of an accident prior to submission to post-accident testing. Failure to make such notifications upon leaving an accident scene shall constitute a refusal to submit to testing.

d. Routine Fitness-for-Duty Testing

All employees in an employment classification or group, for which the City routinely schedules employee fitness-for-duty medical examinations pursuant to City policy, must submit to a drug test as a part of their medical examinations.

e. Follow-up/Return to Duty Testing

(1) Covered employees subject to return to duty and follow up testing must first meet with a substance abuse professional pursuant to the requirements of 49 C.F.R. Part 655 and 40. Covered employees reemployed after violating DOT drug and/or alcohol regulations must show written proof of completion of required certified substance abuse professional (SAP) evaluation, referral and education/treatment process and obtain a negative return to duty test. If said covered employee has been released by the SAP to return to safety sensitive duties but still required by the SAP to obtain ongoing treatment (at employee's expense), all such SAP requirements must be complied with as a condition of continued employment. Any post-positive return to duty or follow up testing required will be at the employee's expense and be "observed collections."

(2) If, in the course of employment, an employee is required by the City to enter an employee assistance program (EAP) for drug-related problems or a drug/alcohol rehabilitation program, the employee must submit to drug or alcohol testing as a part of and as follow-up to such program.

f. Post-Absence Testing

Safety sensitive employees who are returning to the workplace after an absence of ninety (90) calendar days or more (i.e., sick, vacation, jury duty, military leave, leave of absence, worker compensation, etc.), must, whether leave was FMLA-covered or not, submit to drug testing before returning. **In accordance with applicable federal regulations, a Covered Employee returning to duty after ninety (90) consecutive calendar days or more, must obtain a negative test result prior to the reassignment to safety-sensitive duties. Covered Employees absent from the workplace for ninety (90) days or more shall not be subjected to random testing during the period of absence.**

g. Random Testing

(1) An employee in a safety-sensitive or special-risk position (X-B-1-g(3)) will be required to submit to unannounced and unpredictable drug/alcohol testing when selected pursuant to a random selection process, any time while on duty. The process developed by Human Resources to make the random selections shall be by a scientifically valid method, such as a random number table or computer-based random number generator, and ensure that each covered employee will

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

have an equal chance of being tested each time selections are made. Pursuant to 49 C.F.R. Parts 382 and 655, covered employees will be subject to alcohol testing only while performing safety sensitive duties or immediately before or after the performance of such functions. Notwithstanding the foregoing and regardless of applicable federal DOT regulations, any employee may be subject to random testing at any time where such random testing has been agreed to by the employee and the City within a labor contract, last chance agreement or similar contract.

- (2) The Human Resources Staff will establish a program to annually test randomly a number of employees in safety-sensitive and special-risk positions. Of the total number of employees in these positions, 10 percent will test for alcohol and 50 percent will test for drugs. The Program shall ensure that the dates established for administering random tests are spread reasonable throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are being performed by those subject to such testing. Once notified of selection for random testing, the selected employee must proceed immediately to the testing facility as instructed by the referral.
- (3) "Safety-sensitive or special-risk positions" include, but are not limited to, the following positions:
 - (a) Transit and Para-transit vehicle operators and attendants.
 - (b) Transit and Para-transit dispatchers, schedulers, and movement controllers.
 - (c) Mechanics who perform maintenance on Transit and Para-Transit vehicles and equipment.
 - (d) Pool lifeguards.
 - (e) Emergency Communications Division dispatchers.
 - (f) Emergency Medical Technicians, Paramedics, Supply Officers and Trainees.
 - (g) Emergency Medical Lieutenants, Captains and Chiefs.
 - (h) Beach lifeguards and officers.
 - (i) Water treatment plant operators and laboratory technicians.
 - (j) Any employee not listed above who, as a condition of employment, must possess a Commercial Drivers License (CDL) or who has the use of heavy equipment or machinery, such as back hoes and chain saws which could, during a momentary lapse of attention, cause great harm to others, or who work with toxic or hazardous chemicals, high voltage, pressurized gasses, or volatile chemicals.

2. Conditions of Testing

a. Confidentiality

- (1) All information including, but not limited to, interviews, reports, statements,

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

memoranda, and drug test results received by any City official in conjunction with this Drug Testing Program, will be forwarded to the Human Resources Staff and will be considered confidential communications. Such information will not be disclosed or released except as authorized pursuant to State law or regulations or written consent by the person tested.

- (2) The Human Resources Department will establish and maintain a separate confidential file for Drug Testing Program information. All correspondence and documentation shall be retained for at least one year. The file is exempt from release except as provided in Florida Statutes § 440.102(8).

b. Consent Form

- (1) Employees and applicants must sign a "Testing Consent Form" stating they agree to be tested for drugs and alcohol as provided in this program and they release the City and its employees from liability.
- (2) Refusal to sign the consent form may result in applicant disqualification for further employment or promotion consideration, or an employee's termination from City employment.

c. Refusal to Submit to Testing**(1) Refusals to submit to drug/alcohol testing will consist of the following:**

- (a) Refusing to provide a specimen or report for drug and/or alcohol testing as required by the City.**
- (b) Failing to provide adequate breath for alcohol testing without a valid medical explanation.**
- (c) Failing to provide an adequate urine sample for controlled substance testing without a medical explanation.**
- (d) Failure to permit direct observation of urination when required, or, where directed to attend a direct observation collection, to follow an observer's instructions to raise clothing above waist, lower clothing/underpants, and turn to permit observer to determine if any type of prosthetic or other device is being used to interfere with the collection process.**
- (e) Failing or refusing to submit to a second test directed by the City or collector. Examples of when such second tests may be directed include the following categories: Negative Dilute—the employee will be required to undergo another test. Should this second test result in a negative dilute, the test will be considered a negative, and no additional testing will be required unless directed by the medical review officer (MRO). Invalid Result with no Medical Explanation will require immediate observed recollection. Test Cancelled Results will require an immediate, non-observed recollection when a negative test result is required (i.e.: pre-employment, post-absence, etc.). Test Cancelled Results will require observed recollection if directed by the MRO. Negative-dilute result or invalid result with no medical explanation**

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

will require immediate observed recollection.

- (f) **Failing to undergo a medical examination or evaluation when directed by the Medical Review Officer as part of the test result verification process, or when required as part of the “Shy Bladder”/“Shy Lung” evaluation.**
 - (g) Under non-DOT authority, refusing to comply with the Drug-Free Workplace Program policy or disciplinary consequences of this procedure.
 - (h) Under non-DOT authority, refusing to comply with mandatory referrals to the City’s employee assistance program provider or failing to comply with any recommendations made by that provider.
 - (i) **Engaging in conduct that clearly obstructs the testing process, including failing to remain readily available for testing by leaving an accident scene without notifying the department or Human Resources of location, including refusal to empty pockets when directed by collector, behaving in a confrontational manner that disrupts the collection process, failure to wash hands after being directed by the collector, or wearing or possessing prosthetic devices or other items/substances which could be used to interfere with test results.**
 - (j) **A verified MRO report of an altered, adulterated or substituted test sample. Admit to collector or MRO that you adulterated or substituted specimen.**
 - (k) **Failing to appear at the collection facility at date and time directed by the City, via form or verbal instruction of authorized personnel, without prior approval or valid explanation.** Failure of applicants for positions covered under DOT regulations who fail to appear at a testing facility as directed as part of the pre-employment application process shall be considered to have refused by virtue of non-DOT authority.
 - (l) **Failure to sign the certification on Step 2 of the alcohol test form.**
 - (m) **Failure to remain at the testing facility, once the testing process has begun, until the testing process is complete.**
- (2) An employee who is injured in the course and scope of his/her employment and who refuses to submit to a drug test, forfeits his/her eligibility for Florida Workers' Compensation medical and indemnity benefits. Any City group health/medical insurance in effect does not cover injuries sustained in the course and scope of employment.

3. Testing Procedures

a. Licensed/Certified Laboratory

- (1) All drug testing will be conducted by a City-designated laboratory licensed by the State of Florida Agency for Health Care Administration or, **in the case of Department of Transportation employees in safety sensitive positions, certified by the United States Department of Health and Human Services to do drug-**

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

testing for Federal agencies. All testing procedures will comply with 49 C.F.R Parts 40, 382 and 655.

- (2) The testing will be conducted with chain of custody procedures in place to ensure accuracy/continuity in specimen collection, handling, transfer and storage.

b. Drugs to be Tested

When testing is conducted in conjunction with this Program, the City may test for any or all of the following drugs: **amphetamines; cannabinoids; cocaine; opiates; phencyclidine;** barbiturates; benzodiazepines; methaqualone; hallucinogens; synthetic narcotics; designer drugs; alcohol, including distilled spirits, wine, malt beverages or an intoxicating liquor; or a metabolite of any of the substances listed in this paragraph. **Screening test cut off levels for the first five listed drugs will be as set forth in 49 C.F.R. Part 40.87.**

c. Reporting Medication Which May Alter or Affect a Drug Test Result

Either before or after being tested, job applicants or employees are required to inform the MRO of the use of prescription or non-prescription medication which may alter or affect the outcome of a drug test as well as any other information relevant to the drug test result. The information provided by the employee or job applicant will be kept confidential and shall be reviewed only by a Medical Review Officer (MRO) interpreting any confirmed positive results. Applicants or employees have the right to consult with the MRO for technical information regarding prescription and non-prescription medication to determine whether the medication has affected a drug or alcohol test result. To aid in this opportunity, the City will provide to the applicant or employee, at the point of referral, a list of the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. (Note: hemp, hemp and/or "coca" products, nor "medical marijuana" will not be accepted as a legitimate explanation for a THC positive test.)

d. Cost of Testing

- (1) The City will pay the costs of initial and confirmation drug/alcohol testing which it requires of job applicants and employees.
- (2) Applicants and employees shall pay the cost of any additional drug and alcohol testing not required by the City, including tests conducted for employees as part of an EAP or drug/alcohol rehabilitation program, or as a condition of returning to work. Payment for such tests are a condition of employment and must be paid under the terms and conditions established by the Human Resources Staff. Former employees who owe the City funds for drug testing or treatment which remain unpaid will not be eligible for re-employment until such amounts are paid.
- (3) Any drug/alcohol test requested by an employee, but not required by the City, will be at the employee's expense. The employee requesting the test may not use the City's "Drug Test Referral" form, nor will the result of the test be reported to the City through its normal testing/reporting procedures.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

e. Collection Site and Laboratory Analysis Procedures

Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory, as well as laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration, and reporting of results, shall be in accordance with Florida Statutes §§ 112.0455 and 440.102, or 49 U.S.C. § 5331, and the rules established by the State of Florida, Agency for Health Care Administration, or by 49 C.F.R. Parts 40, 382 and 655. These procedures are intended to ensure that specimens are properly collected, identified and tested.

f. Specimen Type Testing

- (1) **Drug testing will be by urinalysis, following the procedures of 49 C.F.R. Part 40 Subpart E and Chapters 112 and 440 of the Florida Statutes.**
- (2) **Normally, alcohol testing will be by a breath alcohol device, following the procedures of 49 C.F.R. Part 40 Subpart L. Evidential breath testing devices (EBTs), approved by the National Highway Traffic Safety Administration, will be operated only by Breath Alcohol Technicians (BATs), qualified under 49 C.F.R. §40.211 or certified under Florida law. EBTs will be able to print out results and will conform to subparts L & M of 49 C.F.R. Alcohol screening tests will be conducted according to the procedures set forth in 49 C.F.R. §40.243. If the screening shows an alcohol concentration of 0.02 or greater, a confirmation test will be performed, according to 49 C.F.R §40.253 & 40.255, within 30 minutes of the screening test. A different BAT, EBT or location is not required.**

4. Release and Review of Test Results

a. Medical Review Officer (MRO)

The City will contract with a private entity, which will employ licensed physicians to act as MROs. The MROs will be responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MROs will contact each donor who tested positive to inquire about possible prescription or over-the-counter medications or other factors which could have caused a positive test result, and to provide technical assistance for the purpose of interpreting the result.

b. Reporting Results

- (1) The testing laboratory will report all drug test results directly to the MRO as soon as possible. The laboratory must provide the MRO quantification of the test results upon request.
- (2) Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.
- (3) When the MRO receives a confirmed non-negative drug test result from the

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

laboratory, the MRO will telephonically contact the donor (actually talk to the donor) on a confidential basis to determine whether the employee wants to discuss the test result. In making this contact, the MRO will explain to the donor that if he or she declines to discuss the result, either face to face or on the phone, the result will be verified as positive or a refusal, as applicable. While the staff of the MRO may make the initial contact with the donor to schedule the discussion, advise the donor to have medical information (e.g. prescriptions or other medical information explaining the result) ready to present to the MRO, and relay the consequences of the donor's refusal to discuss the results with the MRO, MRO staff will not gather any medical information from the donor, nor any information concerning possible explanations for the test result. If the donor declines to schedule a discussion with the MRO concerning results, MRO staff will document this decision, including the date and time the donor so declined. The MRO or his/her staff will make reasonable efforts to contact the donor at the day and evening phone numbers listed on the referral form. Such efforts will include, at a minimum, three (3) attempts to call each number, at reasonable intervals, over a 24-hour period.

- (4) If the MRO is unable to directly contact a donor who has tested positive after contact efforts, such efforts will be documented, including dates and times of calls. If the numbers provided are found to be incorrect (disconnected, wrong number), upon the first attempts to use them, then, without waiting the full 24-hour period, the MRO will notify the Designated Employer Representative (DER) and request that the City direct the donor to contact the MRO, but will not then inform the City that the donor has a confirmed positive, adulterated, substituted or invalid result. The MRO will document the dates and times the City was contacted, and the name of the City staff person contacted. After such notice from the MRO, the City will attempt to contact the donor immediately, using procedures that protect, as much as possible, the confidentiality of the MRO's request that the donor contact the MRO. If the City succeeds in contacting and actually talking to the donor, it will order the donor to comply with the MRO's request for contact immediately, inform the donor of the consequences of failing to contact the MRO within the next 72-hours, document the date and time, and inform the MRO that the foregoing information has been conveyed to the donor. The City will not inform anyone else about its efforts to contact the donor on behalf of the MRO. If the City has made at least three (3) reasonably-spaced attempts over a 24-hour period to contact the donor at both the day and evening phone numbers listed, the City will leave a message for the donor by any reasonable means (including letter, e mail or voice mail) that the donor must contact the MRO, and may thereafter place the donor on unpaid leave pending receipt of test results from the MRO. The City will document the dates and times of the call attempts.
- (5) If the MRO was unable to speak directly with the donor and has reported the result to the DER, or designee, the MRO will allow the donor to present information to the MRO within 60 days of the verification to document that serious illness, injury, or other circumstances unavoidably precluded contact with the MRO and/or DER in the times provided. On the basis of such information, the MRO may reopen the verification, allowing the donor to present information concerning whether there is a legitimate medical explanation of the confirmed test result.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

- (6) If the donor refuses to talk with the MRO regarding a confirmed positive test result, the MRO will validate the result as positive and annotate such refusal in the report.
- (7) The MRO will notify the Human Resources Staff or designee, in writing, of the verified test result, either negative, positive or inconclusive. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report a negative test result to the City.
- (8) Should the MRO feel that the legal use of a medication would endanger the donor or others, or if the donor is in a safety sensitive or special risk position at the City, the MRO will report the test negative due to a validated prescription, but will request that the individual be placed in a position which would not threaten the safety of the donor or others. The Human Resources Staff or designee will notify the employee's department director, or designee, immediately.

c. Notice to Donor of Test Results

Within three (3) workdays after receipt of a confirmed positive test result from the MRO on an employee or a job applicant, the Human Resources Staff, or designee, will inform the applicant in writing of the positive test results, the consequences of the results, and the options available to the employee/applicant, including the right to file an administrative or legal challenge.

d. Administrative Requirements

The City will contract with a reputable firm which will be responsible for maintaining all records and making all reports required by federal and state laws, regulations and rules. Employees will have access to their personal records.

5. Challenges to Test Results

- a. A copy of the test results will be provided to the donor upon request.
- b. Administrative or Legal Challenge
 - (1) An injured employee may administratively challenge test results by filing a petition for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes.
 - (2) Any donor may challenge the test result in a Court of competent jurisdiction, as may be authorized by general law.
 - (3) A donor who desires to challenge the results of a test is responsible for notifying the testing laboratory to retain the testing sample until the retesting is performed or the matter otherwise closed.

c. Independent Testing

- (1) **DOT employees that have a verified positive drug test result, or a test refusal due**

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-B

B. Drug and Alcohol Testing Program

to adulteration or substitution, may request a test of their split specimen. However, there is no split specimen testing for an invalid result.

- (2) The donor has 180 days, from time of written notification, **(3 days, from time of MRO notification, for safety-sensitive Department of Transportation employees)** to request independent testing of a portion of the tested specimen after receiving written notification of a positive test result. The laboratory utilized must also be licensed by the State of Florida Agency for Health Care Administration certified by the United States Department of Health and Human Services. Split specimens conducted under DOT regulations must be tested at a laboratory certified by the United States Department of Health and Human Services.
- (3) The independent testing is at the donor's expense. Safety-sensitive Department of Transportation employees will be required to pay in full any and all costs relating to their requested re-test of their original split specimen after such test has been ordered.
- (4) Results of the testing may be used in any administrative or legal challenge.
- (5) Notwithstanding the foregoing, the City reserves the right, where an adequate sample size exists, to request a retest on its own, but only to the extent that such retest can be performed without compromising the ability of the employee or applicant to request his or her own retest, as otherwise permitted under this policy.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-C

*C. Consequences of Positive Test Results**C. Consequences of Positive Test Results*

1. Non-Employee Applicants
 - a. If the results of a pre-employment drug test are confirmed positive, or if the applicant's actions are deemed a refusal to submit to testing, as defined in Section XX.B.2.c.1 (hereinafter defined as "refusals"), a general public applicant will be disqualified from further consideration.
 - b. General public applicants are eligible to reapply for employment consideration employment consideration as provided in that section.
 - c. Disqualified after a thirty-six (36) month waiting period.
 - d. Once the applicant has taken the pre-employment drug test, he/she must begin work within thirty (30) calendar days from the test date. If thirty (30) calendar days pass prior to the applicant beginning work, the hiring department must send the applicant for a re-test.
 - e. **Covered safety-sensitive applicants who have violated the DOT drug and alcohol regulations cannot perform any DOT safety-sensitive duties for any employer until and unless they complete the certified Substance Abuse Professional's evaluation, referral and education/treatment process set forth by the CFR. Additionally, any DOT employee returning to City employment at the end of his/her restriction period will be required to show proof of completing the Substance Abuse Professional's (SAP) evaluation and recommendations and stating his/her ability to return to safety-sensitive duties. This must be done by a written report on letterhead from the SAP.**
2. Employees
 - a. Any employee whose results are confirmed positive when tested for any valid reason, or who refuses to submit to testing as defined in Section XX.B.2.c(1), will be immediately removed from duties and discharged. **Covered employees who test positive will be given a list of local substance abuse professionals and treatment providers.**
 - b. Notwithstanding the foregoing, non-safety-sensitive employees with a confirmed alcohol concentration of .02 or greater but less than .08, or safety-sensitive employees with confirmed alcohol concentration of .02 but less than .04 will not constitute a "positive." However, such employee will be immediately removed from duties and placed on administrative leave without pay pending disciplinary action for having alcohol in the system during working hours.
 - c. Employees terminated from employment due to a positive drug/alcohol test, refusal to test, or violation of the Drug-Free Policy shall be disqualified from re-employment for a period of thirty-six (36) months, as required by Section I.E.2.
 - d. The City reserves the right to place an employee on administrative leave with or without pay pending receipt of the results of a drug test or the outcome of an investigation or appeal related to a violation of the City's Drug-Free Workplace Policy.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-C

C. Consequences of Positive Test Results

3. Request for Review of Termination/Disqualification
 - a. Within five (5) working days after receiving notice of a confirmed positive test result, the donor may submit a written, signed statement to the Human Resources Staff explaining the test results and providing all relevant information the donor believes should result in the automatic dismissal/disqualification provisions of this policy not being applied. The donor may be required to submit additional statements or materials to facilitate the Human Resources Staff's review. The purpose of the submission would be to explain how the positive test result was not the fault of the donor, not to challenge the underlying test result.
 - b. The Human Resources Staff will review the submission and if he/she believes that the donor has provided confirmed, reliable evidence that the positive test result was not in any way the fault of the donor or the result of the donor's actions, inaction, or illegal, careless or negligent behavior, and that the circumstances otherwise may not support the application of the automatic dismissal/disqualification provisions of this policy to the donor, a recommendation to that effect may be made to the City Manager, who shall have sole authority to except the application of the provisions, and may condition any exception on such terms and conditions as he or she may deem appropriate to place upon the donor. The Human Resources Staff will provide the donor with a written response to the submission once a determination has been made. Notwithstanding any reversal of the automatic dismissal/disqualification provisions pursuant to this section, neither confirmed positive test results nor related medical conclusions concerning the reasons for those results may be overturned by the City and the record of same will remain in the applicable confidential drug free workplace program files.

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-D

*D. Awareness and Education Program****D. Awareness and Education Program***

1. The Madeira Beach Drug-Free Workplace Awareness and Education Program is designed to help achieve the City's goal of maintaining a drug-free workplace.
2. The Human Resources Staff will establish an awareness and education program, which will include the following elements:
 - a. Ongoing communications to City employees through educational and informational materials advising about the dangers of drug and alcohol abuse.
 - b. Display and distribution to City employees of the City's Drug-Free Workplace Policy and a community service hot-line telephone number for employee assistance concerning drug and alcohol abuse.
 - c. Training of City management and supervisory personnel who are responsible for determining when an individual is subject to testing based on "reasonable suspicion." Such training will encompass the physical, behavioral, and performance indicators of probable drug or alcohol use. **Training will comply with 49 C.F.R. § 382.603 and § 655.14.**
 - d. Maintaining a current resource file of EAP providers the City may have available and providing a representative sampling of local drug/alcohol rehabilitation programs and employee assistance programs.
 - e. Notice of drug-testing requirements on all job vacancy announcements.
 - f. Copies of drug testing policy available for inspection by employees and job applicants.
 - g. The Human Resources Director or designee is designated as the person to whom employees may direct their questions on drug and alcohol related matters.
 - h. **Training of "covered employees" will comply with 49 C.F.R § 655.14.**

XX. DRUG-FREE WORKPLACE PROGRAM

Section: XX-E

*E. Rehabilitation**E. Rehabilitation*

1. The City supports sound treatment efforts. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug or alcohol use or abuse. Such individuals will be allowed to address and resolve any drug and alcohol related problems on a confidential basis.
2. An employee who realizes that he or she has developed a dependence on drugs, alcohol or any controlled substance should inform his/her supervisor, or the Human Resources Staff, of that condition and seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation voluntarily (without disciplinary action) prior to any management action, to address and resolve any drug and alcohol related problems on a confidential basis.
3. The City reserves the right to require an employee to use an Employee Assistance Program or drug rehabilitation program. In all cases, the cost will be paid by the employee, through insurance or otherwise.

XXI. PROFESSIONAL DEVELOPMENT

Section: XXI

XXI. PROFESSIONAL DEVELOPMENT

1. To encourage a well-trained, educated workforce, the Board of Commissioners desires through this policy to provide training and education opportunities for its employees to the fullest extent allowed by law.
2. The Human Resources Department shall serve as clearing-house for all education/training opportunities, including but not limited to the development of training programs for all employees with the authority to make such programs mandatory where deemed necessary, and shall otherwise administer the professional development policy. Individual department directors shall have oversight of all issues herein related to the obtaining and maintaining of professional licenses, legal or technical certifications, or similar department-specific or specialized training or testing.
3. An annual report of training and education activities/participation will be generated at the end of each fiscal year to allow the City Manager and department directors to assess trends and set training/education program priorities. A record indicating the employee has attended training and/or participation in tuition reimbursement shall be maintained by Human Resources for each employee.
4. The following policies apply to costs related to degree programs and non-degree courses:
 - a. *Non-degree courses or seminars:* Costs of training courses or seminars not taken as part of a college or university program terminating in the award of a degree may be paid for or reimbursed only if the course or seminar is designed to improve the effectiveness or efficiency of an already qualified employee in the position which the employee already holds and works in, and is not designed to qualify an employee for his/her current duties. However, such costs may be paid for or reimbursed for courses or seminars which will allow an employee to advance within established career ladders, or to obtain or maintain certifications required by state or federal laws or regulatory authorities.
 - b. *Degree programs:* Tuition may be reimbursed at a level not to exceed 80% of the prevailing in-state resident University of South Florida rate. Reimbursement shall be limited to courses which are required as part of an overall academic program leading to a degree related to the employee's current City position, but specifically excludes remedial courses and doctoral dissertation credits. The tuition reimbursement benefit shall only be applicable to actual tuition charged and shall not be used to pay for other college-related costs such as books, fees or campus housing. Reimbursement may only be provided for a course offered by an institution accredited by the Southern Association of Colleges and Schools, or other national or regional accrediting agency recognized by U. S. Secretary of Education, as listed at: www.ed.gov.
5. *Tuition reimbursement conditions:* Reimbursement for college tuition is a discretionary benefit and shall always be subject to the availability of appropriated funds from the Board of Commissioners. Approval of any specific reimbursement request is at the sole discretion of the Human Resources Staff, who must weigh all relevant facts and policies in granting or denying any request. Reimbursement is further conditioned on the award of a "C" grade (or "pass" in pass/fail courses), and upon such standards or priorities as Human Resources may develop for eligibility, such as execution of tuition records release, whether the employee is full or part time, the employee's work, attendance or discipline record, whether the institution is a Florida public institution, private college, or online college, and past ability of the

XXI. PROFESSIONAL DEVELOPMENT

Section: XXI

employee to successfully complete reimbursed courses. Reimbursement may also be conditioned upon an employee's agreeing to reimburse the City for tuition paid should the employee receive subsequent grants or scholarships covering all or part of the City tuition payment, resign prior to a set period of time after the course is taken, or be terminated for cause.

6. Pursuant to paragraph 4(a) above, expenditures for technical training, licensing and/or certifications, renewal of licensing and/or certifications, and testing fees may be paid for or reimbursed as long as they relate to the employee's position or career ladder. Where the department director deems it appropriate, he/she may authorize a one-time pre-payment of fees for a required license or certification exam where such license or certification is contingent upon the passage of such exam.
7. In accordance with 29 C.F.R. § 785.27, attendance at lectures, meetings, training programs and similar activities need not be counted and, consequently, shall not be counted as working time if the following four criteria are met:
 - a. Attendance is outside of the employee's regular working hours;
 - b. Attendance is in fact voluntary;
 - c. The course, lecture, or meeting is not directly related to the employee's job; and
 - d. The employee does not perform any productive work during such attendance.
8. Attendance at training workshops/seminars is permissible during working hours with prior department approval. All employees who attend education or training classes during normal working hours are directed to mark their time cards with the appropriate code as enacted by the City's payroll system.
9. Where reimbursement requests under this policy exceed available funds as they have been budgeted and allocated across the City organization, the Human Resources Staff, subject to approval of the City Manager, may set priorities such as electing to offer only partial reimbursement to requestors, reimburse in a first-come, first-served manner, or in such other manner as is deemed needed to ensure a fair and balanced ability for all employees to obtain the benefit.
10. An employee may not use any City personnel, equipment or supplies as part of the course or program of instruction. Nor may an employee work on projects or homework, or attend a tuition-reimbursed course during assigned working hours, unless such time is covered by approved vacation leave, or leave without pay.
11. NOTE: The establishment of this section does not create an entitlement to any given level of tuition or training funding. Each fiscal year, the Board of Commissioners will budget such funds as it deems appropriate to provide for such expenses, balancing the City's desire to provide training and educational opportunities to its employees vs. the many other funding priorities of the City. To the extent funding is made available in any given fiscal year, the City Manager and Human Resources shall endeavor to ensure such funds are equitably granted among the City's various departments.
12. Human Resources is authorized, subject to approval of the City Manager, to develop such forms, schedules and procedures so as to implement the provisions of this policy.

XXII. TRAVEL TIMESection: XXII

XXII. TRAVEL TIME

1. Ordinary home to work travel is not considered "hours worked" or compensable time. (This includes travel time to and from home for employees assigned a take-home City vehicle.)
2. **Non-Exempt Employees**
 - a. Travel time and/or attendance at a meeting, seminar, conference, etc., which is for the City's benefit and at the employer's request is compensable, regardless if it occurs within or outside regular working hours. These hours count as hours worked towards overtime.
 - b. Travel time and/or attendance at a meeting, seminar, conference, etc., which is voluntary and not required by the employer, will be compensated only during regular scheduled working hours during the regularly scheduled workweek.
 - c. Employees driving or riding as passengers will receive compensation in accordance with Section XXII.3.a. and b. above.

XXIII. WORKPLACE VIOLENCE AND THREATS

Section: XXIII

XXIII. WORKPLACE VIOLENCE AND THREATS

1. Madeira Beach does not condone workplace violence, or the threat of violence, by any of its employees, customers, the general public and/or anyone who conducts business with the City. It is the intent of the City to provide an environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.
2. Violence or the threat of violence, by or against any employee of Madeira Beach or other person, is unacceptable and will subject the perpetrator to disciplinary action up to and including discharge and possible criminal charges. The City will work with law enforcement to aid in the prosecution of anyone within or outside of the organization who commits or threatens violence against an employee or employees.
3. Possession, use, or threat of use, of a deadly weapon, including a firearm, ammunition, explosive device, illegal knife, bow and arrow, or other weapon, is not permitted while on duty, on City property, or in a City vehicle, unless specifically required by law. Notwithstanding the foregoing, pursuant to Florida Statutes § 790.251(4)(a), an employee may possess any legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a City parking lot and when the employee is lawfully in such area. Pursuant to Florida Statutes § 790.251(4)(e), employees shall not exhibit any legally owned firearm on City property for any reason other than lawful defensive purposes.
4. Each incident of violence or threat of violent behavior, whether committed by another employee or an outside individual such as a customer, vendor, or citizen, must be reported immediately to the appropriate management authority (supervisor or Department Director) or directly to the Human Resources Department.
5. Any employee who acts in good faith by reporting real or implied threats or violent behavior will not be subject to any form of retaliation or harassment.
6. False or malicious reports of threats or violent behavior, real or implied, will result in an investigation and be subject to appropriate disciplinary action.

XXIV. UNIFORMSSection: XXIV

XXIV. UNIFORMS**1. Purpose**

It is the intent of this policy to provide the following guidelines to City employees required to wear uniforms in the performance of their duties.

1. If the City provides an employee a uniform, the employee shall be required to wear such uniform as a condition of employment.
2. Employees required to wear uniforms shall only wear the uniforms while on duty or commuting. Wearing uniforms at any other time is strictly prohibited.
3. Uniforms are City property and must be returned to the Department upon separation or transfer to a position which does not require use of the uniform.
4. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered.
5. Employees may be subject to disciplinary action, up to and/or including dismissal, for violation of any of the above.

2. *Uniform Rental Service*

If the City contracts for uniform rental and maintenance, the City's contract for uniform rentals will provide for maintenance and laundering services for uniforms.

XXVI. USE OF CITY VEHICLES & USE OF PRIVATE VEHICLES FOR CITY BUSINESS

Section: XXVI

XXV. MISCELLANEOUS POLICIES**A. *Departmental Rules***

Though Madeira Beach attempts, where possible, to maintain uniform rules generally applicable to all City employees, unique departmental needs may call for customized rules. Therefore, each City department director may promulgate and implement departmental rules based upon operational needs and requirements as a supplement to the Personnel Policy, Rules and Procedures Manual. Such rules, when reviewed by the Civil Service Commission and issued by a department head, shall be applicable to employees of that department as though they were published herein.

B. *General Appearance and Work Attire*

The City's management staff are authorized to adopt reasonable standards of personal dress, appearance and hygiene during working hours. Personal appearance should be evaluated based upon the type of work, the work environment, and the amount of public contact required by the job. Designated uniforms or work clothes shall be worn as required by City or departmental policy.

C. *City Property and Supplies*

1. Employees are expected to take proper care in the handling and use of all City equipment and property. Employees are not to remove City property from the premises without authorization by the department director with the exception of those items that have been authorized for use off the premises such as cellular phones, pagers, laptop computers, etc.
2. Employees are not permitted to "recycle," "scavenge" or take for personal use any used or excess supplies, tools or equipment, including construction materials and office supplies, absent a published City policy on re-use or recycling of such materials.
3. Upon request, or separation from employment or extended leave, employees shall return all City property to the City. By accepting employment with the City, employees agree that the replacement cost for all property damaged, lost or not returned may be deducted from the employee's paycheck without need to file any further legal action against the employee, except to the extent a deduction would reduce pay to an hourly rate below the prevailing minimum wage.

D. *City Communications Equipment*

All City equipment, including electronic communications systems such as e mail, video recording, streaming and voice mail, is the property of the City and is subject to monitoring at any time, with or without further notice, at the sole discretion of management. All City employees are required to comply with the terms of the City's computer and internet use policies, to the extent such are adopted by the Board of Commissioners.

E. *Address and Telephone Number*

Each employee shall provide Human Resources with a current physical address, telephone number, and contact information. The employee shall also provide and maintain a current name and telephone number of an emergency contact. The department and Human Resources must be informed of any change in the above-required data in a timely manner.

**XXVI. USE OF CITY VEHICLES & USE OF
PRIVATE VEHICLES FOR CITY BUSINESS**

Section: XXVI

F. Solicitation of Contributions, Memberships, or Business

1. The solicitation of contributions, memberships, or business among employees of the City shall not be permitted on City property during the employee's working time except for those charity drives or employee benefit promotions specifically authorized by the Board of Commissioners. Employees may, with department approval, engage in limited, temporary, passive solicitation such as the temporary posting of a girl scout cookie order form, placement in break area of little league candy box, and the like. However, other forms of direct solicitation, including direct or network marketing, whether for charitable, business or other reasons, is prohibited.
2. Employee organizations, their members, agents, representatives, or persons acting on their behalf are prohibited from soliciting employees during working hours. This section shall not be construed to prohibit solicitation by employee organizations during the employee's lunch period or in such areas not specifically devoted to the performance of the employee's official duties. This provision is not intended to conflict with the provisions of the Florida Public Employee Relations Act and where any conflict is shown, the Act shall prevail.

G. Statements by City Employees to Attorneys, Law Firms, or Others Concerning Employees or City Business

City employees may from time to time be requested or subpoenaed to make a statement to an investigator, an attorney, or a law firm. These statements may be concerned with an actual or contemplated legal action against the City. Employees are not generally authorized to make representations to anyone regarding City business. Therefore, should any employee receive either a request to make a statement or be subpoenaed regarding City business, the employee shall discuss the matter first with his or her department director and, prior to making any oral or written statements, discuss the matter with the City Attorney. Nothing herein should be interpreted as preventing an employee from speaking with his or her own legal counsel regarding personal legal matters, nor from speaking with a representative of a labor association concerning any grievance, mutual aid or concerted activity as protected by Florida Statutes § 447.301, or filing an administrative complaint with any state or federal agency.

H. Media Relations, Requests for Interviews

1. **General Policy:** The City's official positions and policies are set and communicated to the public by the elected Board of Commissioners and, in certain circumstances such as litigation or administrative matters, the City Manager or City Attorney. However, other City employees may from time to time be asked by various media outlets to provide comments or interviews concerning the City's policies, operations, or other such matters. To ensure that the City's official positions on matters related to the business of the City are communicated to the media in a consistent and informed way, any employee, with the exception of the City Manager or City Attorney or their respective assistants, who receives a request to be interviewed or provide comments concerning City business shall refer the matter to his or her department director or designated media officer for response.

**XXVI. USE OF CITY VEHICLES & USE OF
PRIVATE VEHICLES FOR CITY BUSINESS**

Section: XXVI

2. Exceptions: Certain City departments or functions, by their nature, draw frequent media requests for interviews or information. In these circumstances, such as hurricane and other emergency services operations, the department chief or director overseeing the department or function may designate an employee as a “spokesperson” regarding that matter and that employee, once designated, may then provide interviews and information to the media concerning their area of responsibility without the need to obtain individualized prior approval. Such employees should, however, keep the City Administration and, where appropriate Board of Commissioners and the City Attorney informed of interviews or information requests of significant concern.
3. Nothing herein shall be interpreted or applied so as to prevent any employee from the exercise of the personal right to free speech as a citizen, as that right is defined by the federal courts. However, employees in such situations should be clear they are speaking for themselves and refrain from stating or implying that they are speaking for or as representatives of Madeira Beach.

I. Recording Workplace Communications Prohibited

Chapter 934, Florida Statutes, prohibits interception of wire or oral communications by electronic, mechanical or other device without the consent of all parties involved. Recordings related to City business are also public records subject to being retained and inspected. Employees are therefore prohibited from recording any conversations between individuals, whether fellow employees, subordinates or citizens, with or without the permission of all parties, except as otherwise provided by law, as part of an official City broadcast production, as may be authorized by a criminal investigation conducted by law enforcement, or as is authorized by City policies regarding City-owned phones, faxes, radios and computers.

J. Loss of or Failure to Obtain Professional Certification or License

1. Where an employee’s position with the City requires any specific certification, license or other credential, including driver’s license, as a condition of holding that position, the employee is required to obtain and maintain the certification, license or credential, and to provide written proof thereof upon request. An employee who loses or within the provided amount of time fails to obtain the required certification, license or credential for whatever reason, including suspension, revocation, or expiration, has a responsibility to immediately report this fact to his or her department director. Failure to provide timely notice will result in discipline up to termination.
2. Upon timely notification by an employee that he or she has lost or failed to obtain the certification, license or credential, his or her department shall have the following options:
 - (a) Make a reasonable effort to reassign the employee, on a temporary basis, to appropriate and available responsibilities not requiring the certification, license or credential, for a reasonable timeframe up to the subsequent exam/incident follow-up and results notification date to provide continuous employment during his or her efforts to attempt to acquire or obtain reinstatement.
 - (b) Allow him or her to use any available and applicable leave during the allotted timeframe while obtaining reinstatement.
 - (c) Place him or her on a temporary administrative leave of absence without pay not to

**XXVI. USE OF CITY VEHICLES & USE OF
PRIVATE VEHICLES FOR CITY BUSINESS**

Section: XXVI

exceed the allotted timeframe.

3. An employee who fails to have his or her certification, license or credential reinstated, or to initially obtain same within the allotted period, may apply for and be considered on a competitive basis for any vacant City position for which he or she is qualified. If the employee is not selected or does not apply for such position prior to expiration of the allotted timeframe, then he or she shall be non-disciplinarily separated for failure to obtain or maintain a necessary job qualification.

K. Searches on City Property

Madeira Beach seeks to provide a safe work environment for all its employees. To that end, the City reserves the right whenever a manager or department director has reasonable suspicion to believe an employee has brought on City premises or work sites alcohol, illegal drugs or controlled substances, or any other illegal or prohibited item, weapon, or stolen property; or has misused City equipment, to search City property including, but not limited to work locations, desks, file or storage cabinets, computer files (including software, hardware, e mail, voice mail, and internet activity), lockers (locked or unlocked), City vehicles and private vehicles parked on City property or being used at the time of search for City business, and all other City equipment.

On a case by case basis, employees may be requested to display personal property for visual inspection. Failure to comply with a search or visual inspection request from supervisory or security personnel will be grounds for discipline. Searches of an employee's personal property, such as purses or briefcases or lunch containers, will take place only in the employee's presence unless an emergency condition exists which would, if confirmed, endanger others or the employee him/herself. Unless circumstances prohibit, a search shall be conducted by a department director or above, with one other member of management also present. Employees who do not wish to subject personal items to possible inspection are strongly advised to leave such items at home.

The City will make every effort to honor the personal dignity of employees during any search but will take appropriate disciplinary action in cases where prohibited items or activities are uncovered, regardless of how such item(s) or activity has been discovered (accidentally or in the process of a search).

L. Employee Arrest or Charge

Employees must inform the City's Human Resources Staff, either verbally or in writing and either personally or via an attorney or family member, etc., within three (3) business days of their being criminally arrested, charged or convicted of any state or federal crime, including for violation of parole or probation. Failure to do so will result in disciplinary action.

M. Use of Tobacco and "e cigarettes"

Use of any tobacco product or e-cigarette (including any "vape" products whether or not they contain nicotine), is prohibited within City owned/leased buildings, including bathrooms and stairwells, except in areas specifically designated and designed for smoking.

N. City Bulletin Boards and Common Areas

The City may from time to time establish and ordain certain display cases, bulletin boards, or the like for the purpose of posting authorized communications to employees and/or the

**XXVI. USE OF CITY VEHICLES & USE OF
PRIVATE VEHICLES FOR CITY BUSINESS**

Section: XXVI

public. The purpose of such bulletin boards or display cases is not to create a general speech area but is instead intended to effectively and efficiently communicate information to citizens and employees. Employees are thus prohibited from posting any item not approved by the City Manager, Human Resources Staff, or department heads in advance, and which are not related to City government or City employment. Employees are likewise prohibited from removing any posted notice or item from a City display case or bulletin board unless authorized, and from posting, or facilitating or authorizing anyone else to post any advertisement, notice, solicitation or any other printed materials in, on or along any common area of any City building or facility. Common areas include, but are not limited to, break rooms, entryways, doors, elevators, hallways and parking facilities.

O. Communicable Diseases

The City of Madeira Beach desires to maintain a workplace free from preventable risks of communicable illness or disease. Therefore, all employees of Madeira Beach government are required to properly treat any communicable disease which would present a danger to the health or safety of fellow employees. Employees should, in consultation with their health care providers, take appropriate precautions within the workplace to reduce any infection risks to co-workers. Madeira Beach does not seek to needlessly impose on the medical privacy of its employees and where a communicable disease or illness is adequately managed and treated, the employee need not disclose same to co-workers or the City. However, should the employee desire the assistance of the City in modifying working conditions to prevent risk of transmission, the Human Resources Staff should be consulted and any records generated concerning the medical condition will be treated as confidential as permitted by state and federal law.

P. Inventions and Intellectual Property

Any invention, method, program, publication or other form of intellectual property which is developed by a City employee during work hours or using City equipment or resources, is the property of Madeira Beach. Employees are prohibited from seeking to patent, trademark, service mark, copyright or otherwise register such intellectual property without the prior authorization of the Board of Commissioners.

Q. Letters of Reference

Though all employees have the right to express their personal opinions regarding another current or former co-worker, no employee below the rank of Department Director may write any letter of recommendation, commendation, etc., on City letterhead without the express prior approval of the Department Director or City Manager.

R. Funds Owed by Employees; Debt Collection Calls

Employees may on occasion become indebted to the City. By accepting employment with the City, employees acknowledge and consent to the City's authority to retain or otherwise withhold portions of an employee's compensation (including from a final paycheck) to allow such funds to be recovered by the City except to the extent the deduction would reduce regular pay to an hourly rate below the prevailing minimum wage, or as otherwise prohibited by law. The City does not authorize or permit the use of City communication assets, including phones and e mail systems, to be used to make or receive messages related to debt collection efforts. Employees are not authorized to initiate, receive or forward such communications to any other person, and

**XXVI. USE OF CITY VEHICLES & USE OF
PRIVATE VEHICLES FOR CITY BUSINESS**

Section: XXVI

debt collectors violating this policy shall be subject to fines and penalties as provided for by federal and state debt collection practice laws.

S. *Electronic Communications and City Social Media Resources*

1. Employees are prohibited from using City owned devices (computers, tablets, smart phones) for personal use.
2. For those employees of the City who have been provided with computers, tablets, or smart phones that enable them to send and receive electronic mail (email) and access the Internet to assist in the performance of their job duties, the employees are to use these systems for appropriate purposes related to their job duties.
3. The internet may not be accessed at any time to gamble or engage in other illegal activities or to view, display, store, download, transmit, or receive any material that is fraudulent, harassing, sexually explicit, profane, obscene, defamatory, or otherwise unlawful, including offensive material concerning gender, race, color, national origin, religion, age, disability or other characteristic protected by law, regardless of intent.
4. It is the employee's responsibility to make every effort to protect the City's technology resources available to him or her. Each employee is responsible for the use and security of assigned City computers and passwords.
5. City employees must adhere to the following technology use rules in order to protect the City's technology assets and systems/data security:
 - Never write passwords down or share with another individual.
 - **PASSWORDS SHOULD NEVER BE SAVED IN MEMORY!** Do not store your password on your computer.
 - When leaving the desk, an employee must log out or use a password-locked screensaver to obscure the normal display the monitor. This prevents a logged-in system from being accessed by unauthorized individuals, protects you from an email being sent "from you" without your knowledge, protects the information stored on your computer, and also hides the work currently being done from passers-by.
 - When not in use, keep removable storage media and paper documents containing information that should be protected from disclosure in a secure place.
 - Report suspected computer security incidents such as viruses, unauthorized disclosure or inappropriate use to the department director or City Manager.
 - When reviewing emails, if you do not know who the sender of the email is, or the email does not seem to be regarding legitimate City business, do not click on any embedded links. **CLICKING ON EMBEDDED LINKS MAY ALLOW THE CITY'S SOFTWARE AND DATA SYSTEMS TO BE HIJACKED FOR RANSOM**
6. All City departments may use the City's social media tools as outlined in this Policy.

**XXVI. USE OF CITY VEHICLES & USE OF
PRIVATE VEHICLES FOR CITY BUSINESS**

Section: XXVI

Social media is a communication channel for distributing information to the public. It is used in addition to existing communication channels such as City newsletters, website, press releases, official documents, etc. The City encourages the use of social media sites and tools to further the goals and vision of the City and the mission of its departments, where appropriate; use of social media is optional and not required. The most appropriate uses of City social media sites are: (1) for time-sensitive and emergency information; (2) as a communication tool for citizen engagement, promotions and marketing; and (3) as a tool to direct citizens and site users to the City's official website.

7. City employees who are not authorized to use the social media tools are not allowed to publish or comment as a representative of the City via social media. All uses of social media shall follow the same ethical standards that City employees must otherwise follow.
8. Employees are expressly forbidden to misuse any social media access privileges in any way, including:
 - a. Using social media accounts for unlawful activities, including violations of copyright law, or for activities that are malicious or have the effect of harassing other users;
 - b. Misrepresenting the City's programs or policies in their communications;
 - c. Publishing confidential information. Examples of confidential information may include unpublished details about projects, private customer data, protected health information, unreleased bid or financial information, private personnel information and other sensitive or classified information. Determination of confidential-natured content is the responsibility of the site topic administrator and their department director.

T. Payment of Final Compensation Upon Employee's Death

- a. Pursuant to Florida Statutes § 222.15, in case of the death of an employee, the City will pay (subject to any withholdings required by law or this Policy) to the spouse, and in case there is no spouse, then to the child or children, provided the child or children are over the age of 18 years, and in case there is no child or children, then to the father or mother, any wages, travel expenses, or leave balances that may be due such employee at the time of his or her death.
- b. An employee may designate, using a form promulgated by the City for that purpose, some other person or entity to which the City will pay payments due upon death. In the event no such designation is made, and the City cannot promptly identify any spouse, children or parents, the City will directly deposit the payment into the employee's account and the employee's estate will address entitlement to the funds.

XXVI. USE OF CITY VEHICLES & USE OF PRIVATE VEHICLES FOR CITY BUSINESS

Section: XXVI

XXVI. USE OF CITY VEHICLES & USE OF PRIVATE VEHICLES FOR CITY BUSINESS

1. When it is necessary to allow an employee to carry out assigned job duties, an employee may be required to operate and control City-owned vehicles, or to operate a personally owned vehicle for City business. When possessing a City-owned vehicle for such a reason, employees may only use it during the course and scope of their assigned employment duties, and under no circumstances is the vehicle to be used for personal business or pleasure, whether during duty hours or not. However, employees may make workday deviations to use restrooms or take meal/comfort breaks.
2. An employee driving a City vehicle, or a personal vehicle for City business, must have in his or her possession a valid state driver's license with any required endorsements or classifications.
3. Except when transporting citizens to a City program where transportation in City vehicles is a component of the program, City vehicles will not be used to transport anyone other than City employees unless the person(s) to be transported are directly involved in the provision of City-related services or otherwise involved in City operations.
4. In normal circumstances, City owned vehicles are to be driven over the most direct route. Any out of Pinellas County travel must be pre-approved by the employee's director unless emergency circumstances prevent prior approval.
5. No employee shall operate a City vehicle or personal vehicle on City business when any physical or mental impairment causes the employee to be unable to drive. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication or being under the influence of illegal drugs or alcohol.
6. Vehicles driven on City business must be driven in accordance with all applicable traffic and parking laws, including applicable speed limits. Seat belts must be used by vehicle occupants at all times. Each employee shall be personally responsible for any fines or penalties incurred as a result of driving or parking violations while operating a City vehicle.
7. Any accident involving a City-owned vehicle which results in property damage and/or personal injury will be reported without delay to the operator's immediate supervisor, regardless of whether such accident occurs during or after regular duty hours, as well as to the law enforcement agency with jurisdiction over the accident scene.
8. Employees involved in an accident while operating personal or City vehicles on City business will, regardless of fault, be subject to post-accident testing as detailed in Chapter XX of this Policy.
9. Employees assigned a City vehicle for use to and from work shall be responsible for the personal tax liability for the value of this use. Employees using take-home vehicles must record such use when recording their hours in the City's time and attendance system.
10. City vehicles must be maintained in good working order at all times. An employee who observes an apparent safety or equipment defect regarding vehicle equipment should report it to a supervisor immediately and if the vehicle is unsafe, it shall not be driven further.

**XXVI. USE OF CITY VEHICLES & USE OF
PRIVATE VEHICLES FOR CITY BUSINESS**

Section: XXVI

Employees who have been assigned a take-home vehicle shall store the vehicle in a safe, secure area at the employee's residence, keep it locked, and shall take all reasonable measures to prevent damage to the vehicle.

11. Employees are on notice that they should avoid bringing valuable personal items into City vehicles. The City will not be responsible for the loss or theft of any personal items from City vehicles, and City vehicles may be inspected or searched at any time at the City's election.
12. Employees who are assigned a City vehicle, or who are using their personal vehicle while on City business, must refrain from speaking on cellular phones while driving the vehicle unless the employee makes use of a "hands-free" device. Employees not using hands-free devices must bring their vehicles to a full stop in a safe location prior to using a cellular phone. Employees shall not text or text on cellular phones while driving.
13. Employees who are assigned a City vehicle, either permanently or on a rotational or pool basis, shall not smoke, or use smokeless tobacco or e-cigarettes (including "vape" products whether or not they contain nicotine) within the vehicle.
14. No City employee shall order, authorize or permit any non-City employee, including contractors and temporary workers, to operate any City vehicle, including cars, trucks, earth-moving equipment, drones or unmanned areal vehicles, all-terrain vehicles, and boats, unless same is absolutely required to respond to an extreme emergency or imminent threat to life or safety and no City employee is available to operate the vehicle.
15. Employees may not use a City owned take home vehicle to engage in personal business while commuting to and from work, including shopping trips, stopping at dry cleaners (other than to pick up or drop off City uniforms), or picking up or dropping off school children.
16. Under Florida law, the City may not be required to cover injuries or damages resulting from use of vehicles by its employees unless such use was in the course and scope of employment. Employees are therefore warned that failure to limit use of City vehicles to such purposes may result in personal financial liability for any such damage or injury to the employee or third persons. To the extent the City Manager determines appropriate, employees being granted use of City vehicles or being instructed to use personal vehicles to conduct City business may be required to execute acknowledgement forms concerning issues of liability.
17. Authorization given to an employee to use a City owned vehicle, whether take home, daily assignment, pool or otherwise, is not and shall not be construed as being a guaranteed benefit or entitled form of compensation to the employee. Vehicles are assigned based on operational needs and budgetary limitations and the City may remove, reassign or decommission any of its vehicles at any time within its discretion.
18. The City Manager is authorized to issue operational procedures which govern the administration of this vehicle policy by the departments.

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CITY OF MADEIRA BEACH PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY AND ORDINANCES OR RESOLUTIONS IN CONFLICT.

WHEREAS, it is the intent of the City of Madeira Beach, Florida, to adopt and provide a Personnel Policies and Procedures Handbook with the City's current personnel rules and policies; and

WHEREAS, the City Manager and the Civil Service Commission recommend that the Board of Commissioners amend the Personnel Policies and Procedures Handbook;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA that:

Section 1. The City of Madeira Beach Personnel Policies and Procedures Handbook shall be restated as amended in accordance with Exhibit "A" attached hereto.

Section 2. Exhibit A to this ORDINANCE 2019-13, attached hereto, is the amended "City of Madeira Beach, Florida, Personnel Policies and Procedures Handbook."

Section 3. A copy of ORDINANCE 2019-13 and the Personnel Policies and Procedures Handbook be provided to all employees of the City.

Section 4. EFFECTIVE DATE. This ORDINANCE shall become effective immediately upon its adoption.

Section 5. SEVERABILITY. Each section of the City of Madeira Beach, Florida, Personnel Policies and Procedures Handbook is intended to be independently considered and separately approved by the City Commission. If any section, paragraph, sentence, words, provision or term of this Ordinance or the Personnel Policies and Procedures Handbook is determined by a Court of competent jurisdiction to be invalid, such decision shall not otherwise affect the validity of the remaining portions of this Ordinance or the City of Madeira Beach, Florida, Personnel Policies and Procedures Handbook that were not declared to be invalid.

Section 6. REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT. Any portion of any ordinance or resolution in conflict with the Charter, to the extent of such conflict, is hereby repealed.

PASSED AND ADOPTED this 13th day of August, 2019 by the Board of Commissioners of the City of Madeira Beach, Florida.

Maggi Black
Maggi Black, Mayor

ATTEST:

Clara VanBlargan
Clara VanBlargan, MMC, MSM, City Clerk



APPROVED AS TO FORM AND CONTENT:

Ralf Brookes
RALF BROOKES, ATTORNEY, City Attorney

FIRST READING held on 7/9/2019

PUBLISHED on 7/28/2019

SECOND READING held on 8/13/2019

Tampa Bay Times

Published Daily

STATE OF FLORIDA }
COUNTY OF Pinellas County } ss

Before the undersigned authority personally appeared Amy Robison who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: **MADEIRA BEACH -06**, - was published in Tampa Bay Times: 7/28/19. in said newspaper in the issues of Baylink All Pinellas

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as a second class mail matter at the post office in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

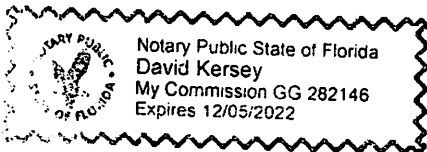
Amy Robison
Signature of Affiant

Sworn to and subscribed before me this 07/28/2019.

[Signature]
Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



**NOTICE OF PUBLIC HEARING
CITY OF MADEIRA BEACH**

Item 10A.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes §166.041(3)(a):

NOTICE IS HEREBY GIVEN, the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2019-06 and Ordinance 2019-13 on Tuesday, August 13, 2019 at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

**ORDINANCE 2019-06
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**ORDINANCE 2019-13
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CITY OF MADEIRA BEACH PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY AND ORDINANCES OR RESOLUTIONS IN CONFLICT.**

A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. All persons are hereby advised that any presentation they make to the Board of Commissioners will be encouraged to be as precise as possible and will be limited to three minutes per speaker to permit maximum participation by the public at large.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private reporter or private recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 4:00 p.m. on the day prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk (803300) 7/28/2019



City of Madeira Beach

Personnel Policies and Procedures

Revised through Ordinance 2019-13

Office of the City Clerk
8/13/2019



INDEX

City of Madeira Beach Personnel Policies and Procedures

Article I	General Provisions	3
	Section 101 Purpose	3
	Section 102 Administration	3
	Section 103 Jurisdiction	3
	Section 104 Civil Service Commission	3
	Section 105 City Manager	4
Article II	Definitions	4
Article III	Employment Procedures	6
	Section 301 Policy	6
	Section 302 Vacancies	6
	Section 303 Application of Employment	7
	Section 304 Examinations	7
	Section 305 Selection	7
	Section 306 Veteran's Preference	8
	Section 307 Employment of Relative	8
Article IV	Pay and Classification Plan	8
	Section 401 General Provision	8
	Section 402 New Appointments	9
	Section 403 Merit Increases	9
	Section 404 Work Period and Calculation of overtime	10
	Section 405 Compensatory Time	10
	Section 406 Pay Period and Payroll Timesheets	11
	Section 407 Pay Checks	11
Article V	Employee Performance Evaluations	12
	Section 501 General Provisions	12
	Section 502 Frequency	12
Article VI	Benefits	12
	Section 601 Holidays	12
	Section 602 Annual Leave	16
	Section 603 Sick Leave	15
	Section 604 Insurance	16
	Section 605 Retirement	16
	Section 606 Tuition Reimbursement	16
	Section 607 Leave of Absence with Pay	18
	Section 608 Leave of Absence without Pay	20
	Section 609 Employee Assistance Program	20
	Section 610 Fitness for Duty	21

Article VII Employee Training _____ **22**

Article VIII Accident Prevention, Work Safety, and Worker’s Compensation _____ **22**

 Section 801 General Provisions _____ 22

 Section 802 Injury Treatment and Reporting _____ 22

 Section 803 Vehicle Accident Reporting _____ 23

 Section 804 Incident/Liability Reporting Procedure _____ 23

 Section 805 Worker’s Compensation _____ 23

 Section 806 Transitional Duty Assignments _____ 23

Article IX Grievances and Appeals _____ **24**

Article X Disciplinary Action _____ **26**

 Section 1001 General Provisions _____ 26

 Section 1002 Group I Offenses _____ 27

 Section 1003 Group II Offenses _____ 28

 Section 1004 Group III Offense _____ 28

 Section 1005 Group IV Offenses _____ 29

Article XI Separations _____ **30**

 Section 1101 Resignation _____ 30

 Section 1102 Disability _____ 30

 Section 1103 Death _____ 30

 Section 1104 Retirement _____ 31

 Section 1105 Exit Interviews _____ 31

 Section 1106 Return of City Property _____ 31

 Section 1107 Layoffs _____ 31

Article XII Miscellaneous Policies and Procedures _____ **31**

 Section 1201 Harassment Policy _____ 31

 Section 1202 Florida Clean Indoor Air Act (FS 386.201 thru 386.211) _____ 34

 Section 1203 Code of Ethics _____ 34

 Section 1204 Arrests _____ 34

 Section 1205 Attendance _____ 34

 Section 1206 Borrowing City Equipment _____ 35

 Section 1207 Appearance, Personal Hygiene, Dress Code _____ 35

 Section 1208 Outside Employment _____ 35

 Section 1209 Reimbursement for Travel Expenses _____ 36

 Section 1210 Drug-Free Workplace and Substance Abuse Prevention Program _____ 37

 Section 1211 Equal Employment Opportunity/Affirmative Action Program _____ 37

 Section 1212 Donation of Sick or Annual Leave _____ 38

 Section 1213 The Pinellas County Partnership _____ 39

 Section 1214 Email, Cell Phone, Social Media Policy _____ 39

 Section 1215 Violence in the Workplace _____ 41

ARTICLE I. GENERAL PROVISIONS

Section 101. PURPOSE. *(Resolution 07.06: 02/27/2007; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

These Personnel Policies and Procedures have been adopted by Ordinance in fulfillment of, and pursuant to, Section 6.6(C) of the City Charter of the City of Madeira Beach. These Personnel Policies and Procedures are applicable to all employees of the City, except elected officials. While this manual is meant to provide general information, it is not inclusive of all policies and procedures. Employees who are covered under a Collective Bargaining Agreement shall also be subject to the City of Madeira Beach’s Personnel Policies and Procedures. If any conflict occurs between the City and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall take precedent.

Section 102. ADMINISTRATION. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 0 1/05/1999; Ordinance 837-07/05/1995; Ordinance 2019-13: 08/13/19)*

The City Manager, as Chief Administrative Officer, shall be responsible for the administration and maintenance of the City Personnel Policies and Procedures, but may delegate responsibilities as he/she sees fit. These Personnel Policies and Procedures may be amended or revised by Ordinance or Resolution in the following manner:

- A. The City Manager may recommend amendment changes or revisions to these Personnel Policies and Procedures. Any amendment changes or revisions of these policies and procedures recommended by the City Manager shall be reviewed by the Civil Service Commission.
- B. The Civil Service Commission may propose amendments, changes or revisions to these Personnel Policies and Procedures. Any amendment, change or revision prepared by the Civil Service Commission will be submitted to the City Manager. If the City Manager concurs in the amendment, change or revisions submitted by the Civil Service, it will then be submitted to the Board of Commissioners for approval.

All references to employees in this Ordinance designate both sexes and wherever either gender is used, it shall be construed to include both genders.

Section 103. JURISDICTION. *(Resolution 07.06: 02/27/2007; Resolution 04.14: 09/28/2004; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

The Civil Service Commission shall have advisory only jurisdiction over classified City employees below department director level and as defined in these Personnel Policies and Procedures.

Section 104. CIVIL SERVICE COMMISSION *(Ordinance 2019-13: 08/13/19)*

The duties, powers and reservations on power shall be as set forth in these Personnel Policies and Procedures or as otherwise provided by Ordinance adopted by the Board of Commissioners.

Section 105. CITY MANAGER

As provided in Section 5.4 (C)(1) of the City Charter of the City of Madeira Beach, the City Manager will appoint and when deemed necessary for the good of the City, suspend or remove all City employees and appointive administrative officers provided for or under this Charter that the City Manager is empowered to appoint, except as otherwise provided by law, this Charter, contract or personnel rules adopted pursuant to the Charter. The City Manager may authorize any administrative officer who is subject to the City Manager’s direction and supervision to exercise those powers with respect to subordinates in that officer’s department, office or agency.

Wherever this Ordinance conflicts with specific terms of any Collective Bargaining Agreement in effect, the Collective Bargaining Agreement shall apply.

ARTICLE II. DEFINITIONS *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.23: 10/19/1999, and Resolution 9.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Anniversary Date. The date that signifies one or more years of employment from the date of hire. It is used to calculate increases in annual leave accruals.

City Manager. Chief Administrative Officer of the organization authorized to appoint, assign, discipline or remove employees, subject to the provisions of the Civil Service and Personnel Policies.

Civil Service Commission. An advisory board consisting of five Madeira Beach residents who are appointed by a majority vote of the Board of Commissioners and serve overlapping three-year terms. The CSC works with the City Administration on relevant personnel matters and represents an impartial hearing board for all classified employees.

Classified Employee. All employees of the City not employed as a charter officer, department head or confidential employee.

Non-Classified Employee. Any employee who is not a classified employee.

Demotion. The change of an employee from one job title to another, when the move results in a lower pay scale. This will only occur by Department Director recommendation and City Manager approval. Demoted employees are subject to Intermediate Review and Evaluation.

Department Director. Non-classified employees who manages a recognized organizational subdivision of the City of Madeira Beach and who reports directly to the City Manager.

Employee. Employees are defined as follows:

- A. **Full-time** – position which requires a working schedule of thirty (30) hours or more per week. As such they are entitled to receive benefits and overtime compensation as described herein. A part-time employee going to full-time status must complete the benefit waiting period from the first date of full-time status.
- B. **Part-time** – A position which normally requires a working schedule less than thirty (30) hours per week. Part-time employees are not eligible to receive benefits. On occasion, employees considered part-time are required to work more than thirty (30) hours per week due to unforeseen circumstances. This will

not change the employees' classification as part-time, however, depending on an annual calculation of hours worked may be eligible for benefits as full-time employees receive as described by the Fair Labor Standards Act, as amended.

- C. **Probationary** – A newly hired employee performing assigned duties during an assessment period lasting six (6) months. Based on the recommendation of the Department Director and approval of the City Manager, this assessment period may be extended an additional three (3) months. Successful completion of the assessment period will be documented by an evaluation. During this time, a new employee may be discharged, demoted or suspended without right of appeal.
- D. **Seasonal and Temporary** - An employee who has been appointed to a position not to exceed four (4) months consecutively without City Manager approval. All such employees, as defined herein, are not entitled to benefits. Work hours are to be determined by the Department Director and not to exceed the City Manager's purchasing threshold. All applicants are subject to the same required screening process as regular employees.

***NOTE:** Temporary employees should not to be confused with "Temps" or "Contract" employees, which are hired through an agency for specific assignments. These agencies are responsible for payments of the individual's salary and worker's compensation benefits. These people are not considered City employees.*

Family. For the purposes of the Family Medical Leave Act (FMLA), "family" shall consist of the employee's natural or foster child(ren), spouse or parent(s), as defined by the Federal guidelines.

Interim Appointment. An interim appointment may be needed and authorized by the City Manager to fill a vacant position. The appointment will not be for more than six (6) months pending the selection of an individual for regular appointment as prescribed in these rules. Employees may receive an additional 10% compensation or the bottom of the interim appointments now range of appointment.

Merit Date. The one-year "anniversary" of the employee's hire date. Any changes to specific employees' positions (promotion, demotion, or reclassification) will not change the merit date due to benefit and accrual purposes, unless otherwise agreed upon by collective bargaining unit.

Pay Status. Status of an employee who is working on a regular scheduled basis to include hours off for annual leave, sick leave, administrative leave, military leave, jury duty, bereavement leave, FMLA, leave with pay, training time or Workers' Compensation. Extended leave without pay is not considered a pay status.

Probationary Period, Initial. This assessment period is from employees' initial date of employment to the point where the supervisor has had an opportunity to decide whether the employee should be retained or terminated. Probationary periods will normally be six months. Successful completion of the Probationary Period will be documented by an evaluation at the end of the probationary period. During the probationary period, a new employee may be discharged, demoted or suspended without right of appeal.

Promotion. The change of an employee from one job description to another, when the move results in movement to a higher pay scale. This will occur upon Department Director recommendation and City

Manager approval. Promoted employees are subject to an assessment period that will normally be three months, followed by a performance evaluation.

Reclassification. The assigning of an employee to a different job description, regardless of whether or not it is considered a promotion or demotion. Reclassified employees are subject to an assessment period that will normally be three months, and followed by a performance evaluation.

Rehire. A previous employee in good standing is rehired and must complete the benefit waiting period the same as a new hire.

Seniority. City seniority is a member’s most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods less than thirty (30) calendar days shall not cause the City seniority date to be adjusted. City seniority/anniversary date shall be used for computing vacations, merit, pensions, service awards, and other benefits on length of service.

Transfer. The lateral change of an employee from one job description to another, when the move results in an equivalent pay scale. This will occur upon Department Director recommendation and City Manager approval. Transferred employees are subject to an assessment period that will normally be three months, and followed by a performance review.

ARTICLE III. EMPLOYMENT PROCEDURES

Section 301. POLICY. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

There shall be no discrimination against any person in recruitment, appointment, training, promotion, retention, or any other personnel action because of political or religious opinions or affiliations, or because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or marital status. The City will provide a reasonable accommodation as required by law to any qualified individual with a disability.

If any applicant feels he or she has been discriminated against in the opportunity for employment or promotion, a written appeal may be made to the Human Resources Personnel in writing. If the matter is not resolved to the satisfaction of the applicant a further appeal may be made to the City Manager in writing.

Section 302. VACANCIES. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

As determined by the Charter, Section 6.6(A) All appointments and promotions of city employees shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. Vacancies may be filled via promotion, transfer, advertisement or any other means deemed appropriate by the City Manager. After consulting with the City Manager and Department Director where the vacancy exists and the Human Resources Personnel may advertise the position in-house, publicly, or both.

Section 303. APPLICATION FOR EMPLOYMENT. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Applications for Employment are accepted during normal business hours, in person, by email or other supported methods and date stamped and time stamped at time of being received by the City or the Human Resources Personnel. Applications for announced vacancies must be submitted before the established deadline or as otherwise approved by the City Manager.

All submitted applications must be fully completed using the standard application form and signed by the applicant. The signature represents certification that the statements contained therein are true. Unsigned applications will not be considered. Resumes will be accepted as part of the application process but shall not serve in lieu of the completed application form.

Applications will be considered active for a period of six (6) months from the date of the application and retained for a period of two years. After which time Inactive applications will be destroyed pursuant to State Law. Unsolicited applications have no retention requirements.

The City Manager may reject any applicant, who does not possess one or more of the minimum requirements as specified in the public announcement. Applicants may also be denied employment if the applicant is unable, with or without reasonable accommodation, to perform the essential duties of the position applied for. Grounds for rejection would also include a prior conviction for a felony or any misdemeanor, which directly relates to the position sought.

Fraudulent or false statements made by an applicant (orally or on the application itself), or by others at his or her request or with their knowledge represents cause for rejection from the employment process. Should any falsehood on the application become known after the employee is hired, regardless of the length of service, they will be terminated. Employees disqualified from this process will not be considered for future employment with the City of Madeira Beach.

Section 304. EXAMINATIONS. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999, Ordinance 837: 7/05/1995)

Examinations, oral and/or written, may be used to determine the fitness of applicants for particular positions. The City Manager and appropriate Department Director will determine which positions require testing. Whenever testing is required, assistance may be sought from any source deemed appropriate in creating and administering the exam. All other aspects of the examination process will be determined and approved by the City Manager.

Sec.t 305. SELECTION. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/2019)

The Human Resources Personnel will provide the appropriate Department Director with the applications for employment and/or written examination results of each applicant who has applied or is on file for the vacant position. An initial interview may be conducted by the Human Resources Personnel with recommendations to the Department Director. Candidate(s) selected shall be interviewed by the Department Director, the supervisor (if appropriate), and the Human Resources Personnel prior to a final interview with the City Manager (if appropriate).

The Human Resources Personnel shall perform a 'due diligence' background check on the top candidate(s). Final selection of an individual for employment or promotion shall be made by the City Manager, using the

recommendation of the Department Director and the Human Resources Personnel.

Whenever an offer for employment is made, it is contingent upon the successful completion of a thorough background investigation, a pre-employment physical examination (by the City's designated physician), and when deemed necessary for safety sensitive positions a pre-employment drug screening.

Section 306. VETERAN'S PREFERENCE. *(Ordinance 837: 07/05/1995)*

U.S. Armed Forces Veterans will be given special consideration during the selection process as required by state and federal law.

Section 307. EMPLOYMENT OF RELATIVES (NEPOTISM). *(Resolution 07.06 – 2/27/07; 99.01- 01/05/99, Ordinance 837-7/5/95; Ordinance 2019-13: 08/13/19)*

Per Florida Statute 112.3135 (d) "Relative" for purposes of this section only, with respect to a public official, means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

The City does not encourage the employment of relatives. This Section is not intended to serve as an absolute prohibition of the employment of relatives, or to impact on those City employees who are now related or who become related by this definition. However, in no instance will approval be granted for the employment, promotion or transfer of a relative as defined herein to a position where a City employee would be supervising or directly influencing the activity of a relative. Also included are person's co-habiting in the same household, but not necessarily legally married to the employee.

Where an employee is supervising or directly influencing the activity of another employee becomes related to that employee by marriage, one of the two employees may be transferred to the same job title, if such transfer is available, or may apply for another position if a vacancy exists. If a transfer or another position is not available, one of the two employees must resign.

ARTICLE IV. THE PAY AND CLASSIFICATION PLAN

Section 401. GENERAL PROVISIONS. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Purpose. The Pay and Classification Plan provides a systematic method for identifying positions within the City and providing a basis of compensation.

Use of the Plan. The Plan will be used to draft job qualifications, prepare examinations, determine salaries to be paid for each position, identify lines of promotion, develop employee training programs, and to provide understandable and uniform terminology of jobs.

Content of the Plan. The plan consists of various elements which when grouped together provide an overall management tool.

- A. Classification Plan. The classification plan consists of a grouping of related or similar work tasks within each department, an analysis of the actual tasks performed, and the conditions under which the work is accomplished.

B. Job Title. The identification of a job title, which clearly describes the work performed under a specific grouping of tasks in the classification plan.

C. Job Description. A detailed written analysis of the nature of work and responsibilities of the position, together with an outline of the knowledge, skill, abilities, experience, training, physical demands, work environment, selection criteria, and any tasks deemed necessary by the Department Director.

D. Pay Plan. A table of basic pay rates for each position categorized by jobclassification.

Administration of the Plan. The addition of new job titles, classifications, deletion of existing positions or classifications, or the change of either positions or classifications shall be executed by the Human Resources Personnel at the City Manager's direction. Upon completion, the City may present changes to the Civil Service Commission for review prior to the Board of Commissioners for final approval and adoption.

All related issues affecting employees as the result of any personnel change will be determined by the City Manager.

Section 402. NEW APPOINTMENTS. *(Ordinance 837: 07/05/1995)*

All new appointments in the City will be made at the lowest pay rate established for the job title to which the appointment is made or a higher rate depending on experience and/or qualifications. The City Manager may establish a higher starting salary provided the appointee has special qualifications.

Section 403. MERIT INCREASES. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999, Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

The City Manager may approve merit pay increases within the established pay range. Increases will not be automatic and are dependent upon a written recommendation from each Department Director, based on standards of performance as indicated by the employee's performance evaluation. Under normal conditions, merit pay increase will not be considered more than once per fiscal year (12 months). No merit pay increase shall be granted above the maximum pay rate for the position. Any deviations from the normal merit pay increase dates will be only authorized by the City Manager.

No merit increase shall be granted to any employee who has received a formal disciplinary action (suspension or involuntary demotion) within the previous six months of anniversary date.

A lump sum merit pay-out shall be granted to all employees for excess hours over the maximum of their pay grade as a result of work requirements.

The amount of each merit increase will be decided upon by the Board of Commissioners based on an adopted budget and in coordination between the Civil Service Commissioner, Finance Director, Human Resource Personnel and the City Manager.

Effect of Personnel Changes on Pay Rate, Probationary Period, and Merit Eligibility. All (promotion, demotion, reclassification, transfers) personnel changes may result in:

- 1) A pay change, where applicable, to be determined by a performance matrix;
- 2) The initiation of probationary period; or appointment into acting or interim role.

The effective date of any pay change will be the first day of the closest complete pay period, to employee's anniversary date, or as determined by a Collective Bargaining Agreement.

Section 404. WORK PERIOD AND CALCULATION OF OVERTIME. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000; Resolution 99.01: 01/05/1999; Ordinance 837-07/05/1995; Ordinance 2019-13: 08/13/19)*

Policy. The City's general policy is to avoid generating overtime. Department Directors may authorize or direct an employee to work overtime when necessary in order to meet operating needs of the City. All overtime hours must be authorized (in advance when not an emergency) by a Department Director before payment will be approved.

7-Minute Rule. The City adheres to the FLSA minimum wage and overtime pay requirements if the employer always rounds down. Employee time from 1 to 7 minutes may be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.

Work Period. Unless otherwise specified by collective bargaining agreement, the City policy for a work period will be 7 days (40 hours) in length. Overtime will be paid in accordance with City policy, and at the rate of one and one-half times over the employee's regular hourly wage during each 7 day work period. Overtime is payable in increments of quarter-hours. Sick leave, jury duty, bereavement leave, and any leave of absence without pay will not be considered as time worked for the calculation of overtime. Paid annual and holiday leave will be considered as time worked for the calculation of overtime.

Call Back. Any employee that is called back to work will receive a minimum of two hours pay, or as outlined in their respective collective bargaining agreements. Calculation of overtime will only be considered after first 40 hours worked in a 7 day workweek.

Section 405. COMPENSATORY TIME. *(Resolution 07.06: 02/27/2007; Resolution 99.15: 6/15/99, Resolution 99.01-01/05/99; Ordinance 2019-13: 08/13/19)*

In an effort to allow Department Directors the flexibility to meet their operational needs, the City does allow the use of compensatory time as a means by which they can better meet budgetary constraints without suffering a corresponding inability to maintain pace with the workload they have. In such cases, where the use of overtime is not feasible, the Department Directors may ask an employee to perform additional duties beyond the scope of their normal workweek, and that said time will be earned as compensatory time as opposed to overtime. Compensatory time is granted at one and one-half times the number of each hour of overtime worked and may be used within same pay period as accrued or at a later date.

Unused compensatory time as of separation of employment, or as of September 30 of each year for individuals still employed by the City of Madeira Beach shall be paid out to the employee during the first full pay period in October of the respective year.

On-Call Status. The City of Madeira Beach, Florida recognizes the needs of its citizens with regards to public work emergencies (i.e., sanitary and storm water) and authorizes the implementation of On-Call Status for affected City personnel. The affected job descriptions will include rotating on-call status as a form of "tasking" and a condition of employment. During the "On Call" period, an employee will carry a pager, cellular phone or other device, to be notified of, and respond to, emergency situations. Employee's on-call shall receive six hours of compensatory time. If an emergency situation arises and the employee is called back to work, the employee will receive two (2) hours minimum pay at time and one-half after first 40 hours

in the workweek, in accordance with the established Personnel Policy for Call Back Pay under Section 404.

Section 406. PAY PERIOD AND PAYROLL TIME REPORTS. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 8/13/19)

Unless otherwise specified by the City Manager, salaried employees are required to submit payroll sheets, indicating whether they physically worked on any given day on a timesheet for each pay period.

All hourly employees shall numerically indicate the number of actual hour's worked or leave hours recorded on a timesheet for each pay period. Time cards or timesheets must include clock in, clock out and time in/out for lunch. Any time card exceptions (i.e. missed punch, extended lunch, etc.) should include comments by the employee initialed for approval by the Department Director. Timesheets should be signed by the employee, approved by the respective Department Directors and submitted to the payroll administer in accordance with administrative procedures as established by the City Manager. The City reserves the right to make changes in the method of recording time worked when errors are identified.

Section 407. PAY CHECKS. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Employee pay checks will be electronically submitted through direct deposit to their perspective bank, credit union, etc. on the scheduled calendar pay date. Employees will access their pay check information through the payroll website used by the organization. Should a paper check stub be needed, the payroll administrator can provide a printed copy when requested. If a payday falls on a holiday, paychecks will be distributed on the last working day before the holiday.

Paychecks may be granted for advance use of annual leave subject to the approval of the City Manager. In no case shall an employee be paid for hours not yet worked, or for annual leave hours, which the employee has not accrued.

Compensation for Hours Worked During a Declared State Of Emergency

During the Emergency Period, non-exempt (hourly, overtime eligible) non-bargaining unit employees shall be paid at a rate of one and one-half times (1.5x) base straight pay for each hour of their normally scheduled hours that they work and one and one-half times (1.5x) for all hours worked outside their regular scheduled work hours during the declared emergency conditions, when other employees are allowed administrative leave, until the City Manager declares that it is safe for all employees to return to work. After such time, the employee will be paid according to the normal pay policy.

During the Emergency Period and Post Impact/Recovery period, exempt employees shall be compensated by receiving pay for all time worked in excess of their regularly scheduled hours in each work week during the declared emergency/disaster and Impact/Recovery period. However, in the case of exempt employees, the duration of the recovery period shall be determined on a department by department basis. The duration of the recovery period may be longer for some departments than for others. The rate of pay for such additional hours worked shall be equivalent to the exempt employee's hourly rate of pay computed as if the employee was not paid on a salary basis. The additional compensation shall be in addition to the employee's regular salary. Each department will provide the appropriate forms for exempt employees to document their hours worked. Nothing herein shall be construed to affect the exempt status of such employees.

Employees who are out on prior-approved leave or who called in sick or otherwise took personal leave during any of the three periods will continue to be charged for such leave.

ARTICLE V. EMPLOYEE PERFORMANCE EVALUATIONS

Section 501. GENERAL PROVISIONS. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, 99.01-01/05/99, Ordinance 837- 07/05/1995; Ordinance 2019-13: 08/13/19)

The City Manager or his designee will establish and administer a program for rating the work performance of all classified employees. The City Manager will establish and administer the program for rating the work performance of all non-classified employees, (normally directors, charter officers and confidential employees).

The evaluation is used to measure the employee's performance by reviewing the employee's achievement of assigned duties responsibilities and participation in continued training or learning opportunities. It can also be used in estimating an employee's potential for advancement or for documenting job performance in support of disciplinary actions. It may also be used as a factor in granting merit pay increases, or as evidence in a hearing before the Civil Service Commission concerning disciplinary actions. Merit increases are awarded on the basis of meeting or surpassing performance standards established. A satisfactory performance evaluation does not, in and by itself, guarantee a merit increase. Merit pay increases will not be retroactive unless authorized by the City Manager. A Supervisor may initiate an evaluation at any time during the year.

Section 502. FREQUENCY. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

All City employees shall receive an evaluation at least once every twelve months. The date of evaluation will depend on the employment date for classified employees. Non-classified employees will be evaluated in the same manner as these described above, regardless of whether merit was awarded. Evaluation reminders shall be given to directors in accordance with the schedule maintained by the Human Resource Personnel.

ARTICLE VI. BENEFITS

Section 601. HOLIDAYS. (Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Resolution 2014-52: 12/10/2014; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

The following days will be recognized as holidays for employees of the City of Madeira Beach:

- | | |
|---------------------------|------------------------|
| New Year's Eve | Veteran's Day |
| New Year's Day | Thanksgiving Day |
| Martin Luther King Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day (July 4) | Christmas Day |
| Labor Day | Floating Holidays (2) |

Floating Holidays. May be requested by the employee with advance approval of the Department Director. Floating Holidays may be used after completion of first 30 days of employment and employees must use in 8 hour increments, unless otherwise documented by a collective bargaining agreement. The Floating Holidays must be used during the calendar year in which they were earned or they will be forfeited. Part-time employees will remain not eligible for floating holidays. (Res. 08.14, adopted 10/28/08, 2019-13: 08/13/19)

Eligibility for Holiday Compensation. Only full-time and part-time employees as defined herein, are eligible to receive holiday compensation. (Res. 08.14, adopted 10/28/08)

Full-time and Part-time employees required to work on the holiday shall receive either (8) eight hours or (4) four hours of holiday pay at the regular hourly rate in addition to the pay due for their normal hours worked. Unless otherwise documented by a collective bargaining agreement, employees required to work shall be given the option of taking another day off with pay within 30 days after the holiday, or receiving straight pay for the holiday. This option must be discussed and agreed upon with the employee's supervisor prior to the actual holiday.

Part-time employees required to work on the holiday shall receive (4) four hours of holiday pay for the number of hours they would otherwise have worked; in addition to their actual hours worked. *(Res. 08.14, adopted 10/28/08)*

In order to receive holiday compensation, employees are required to work their normal working day before and their normal working day after the holiday as a regular part of their scheduled work period, or as determined in a collective bargaining agreement. Should an employee call in sick the working day before or the working day after a holiday they will receive holiday pay only if a healthcare provider's note is provided otherwise will be required to use sick time for the holiday.

Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

A new employee whose first day of work begins the day after a holiday will not be eligible for holiday pay.

Temporary and seasonal employees are not eligible for any holiday compensation.

Employees who do not work holidays as a regular part of the scheduled work period are eligible for holiday pay provided they work their scheduled working day before and scheduled working day after the holiday.

In order to meet the eligibility criteria for either of the above situations, the employee must work all scheduled hours of the workday to be considered in attendance, unless approved by the Department Director.

Eligible employees on Leave of Absence with pay will receive holiday pay as part of their regular leave pay, when substantiated by a healthcare provider's note. Otherwise, the employee will be charged sick leave for the holiday.

Eligible employees on Leave of Absence without pay on a holiday will not receive the holiday pay.

Employees whose normal work schedule requires them to work on the holiday must either work or take Annual Leave any hours over 40 in a work week will count towards overtime.

Section 602. ANNUAL LEAVE. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Purpose. The purpose of annual leave is to provide full-time employees with an opportunity to be absent from work for approved reasons without loss of pay or benefits and to enjoy periodic rest and relaxation. Only full-time employees of the City of Madeira Beach are eligible to receive annual leave benefits. Part-time and temporary/seasonal employees are not eligible for annual leave.

In order to be eligible to use annual leave, an employee must have successfully completed the probationary or rehire probationary period. A new hire or rehire will accrue leave at the listed rates, but cannot use it

until probation is complete. The City Manager may approve an exception to this policy for specific reasons. An employee who leaves the employment of the City before completing the probationary period will forfeit all annual leave. Annual leave will not be accrued while an employee is on a leave of absence without pay, or in any other non-pay status.

Accumulated annual leave will be tracked by the Human Resources Personnel. Maximum accrual for an employee is twice the annual accrual amount. On or about November 1st of each calendar year, notices will be sent to employees who are projected to have excess annual leave as of December 31 of each year. Employees may cash out any excess accrued hours, with the city managers approval, over the allowable amounts or it will be forfeited as of January 1st of the following year. The decision to make to cash-out excess annual leave must be made prior to the first full pay period in December and paid out on the second pay period of December.

Accruals will be tracked by the Human Resources Personnel on the last day of each calendar month, crediting each eligible employee with leave earned for the month past. Advance annual leave payments will only be made when approved by the City Manager and will be distributed on a regular payday. Advance annual leave payments will be considered along with early paycheck request provisions, as defined in Section 406.

Upon separation from City employment, employees, except for those on initial probation, will be paid for all accumulated annual leave pro-rated to the date of separation, at the employee's current hourly wage. The City does not pay-out annual leave for DROP participants. Annual Leave may not be used for last days of employment in lieu of working.

Request for annual leave use will be made in advance wherever possible. Department Directors will approve requests consistent with operational requirements. Restrictions regarding scheduling remain a management right and may be necessary during certain periods of the year. Annual leave may be taken in fifteen (15) minute increments.

Years of Service	Annual Leave Accrual Earned	Minimum Accrual	Maximum Accrual Allowed 400 hours
0 through 4 years, 11 months	10 days (6.66 hours per month)	80	160 hours
5 years through 9 years, 11 months	15 days (10 hours per month)	120	240 hours
10 years through 19 years, 11 months	20 days (13.33 hours per month)	160	320 hours
20 years or more	20 days plus one day per year of service over 20 years with a maximum of 25 days annual leave per year	160	320 hours
21 years	14 hours	168	336 hours
22 years	14.66 hours	176	352 hours
23 years	15.33 hours	184	368 hours
24 years	16 hours	192	384 hours
25 years	16.66 hours	200	400 hours

Employees may accrue up to two times their max but any over max must be used by Dec. 31 each year

Annual leave for department directors shall be 15 days (10 hours/month) for 0-10 years of service and shall thereafter follow the accrual rate of general employees.

Employees who become hospitalized while on annual leave may use sick time for such period of illness, provided they submit a doctor's certificate documenting same.

In the event of an employee's death, all accumulated annual leave time will be paid to the employee's estate or as otherwise defined by law.

Section 603. SICK LEAVE. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Sick leave is granted to all full-time employees at the rate of 96 hours per year (8 hours/month). Part-time and temporary employees are not eligible to receive this benefit. The use of sick leave for other than its intended use should not be considered as a right of the employee. Sick leave will be granted for the employee's personal illness, disability or other medical needs. Sick leave may be used for illness of a family member, which requires the employee to take time from work. Employees are encouraged to save their sick leave to meet serious illness situations.

Sick leave will NOT count as time worked for the calculation of overtime.

Cash-Out - Sick leave may be accrued with no maximum. Employees shall be allowed to cash-out up to 24 hours of their earned sick for having perfect attendance without sick leave used during that fiscal year. The final payout upon separation will be made on 25% of the accrued hours, subject to Article XI, Section 1101: Resignations. Employees shall not be permitted to use sick time during the last two weeks of employment unless a healthcare provider's note is submitted to the Human Resources Personnel.

When sick, annual leave, and accrued holiday or compensatory time has been exhausted, any additional leave will be without pay.

Notification Procedures. An employee who is unable to work must notify with their immediate supervisor, Department Director, or Human Resources within 4 hours of his/her scheduled reporting time giving the expected length and reason for the absence. Sick notices may be left on a voicemail system or emailed if unable to communicate directly. This procedure shall be followed for each day an employee is unable to work unless specific prior approval waiving this requirement is granted by the Department Director.

The Department Director may require a Healthcare Providers statement for the employee's absence prior to payment authorization regardless of the length of time away from the job.

Excessive Use of Sick Leave. An employee who utilizes excessive leave for reported illnesses or injuries, or is otherwise frequently absent from duty for medical reasons will be required to provide a physician's statement prior to being authorized sick leave. An employee failing to comply with this requirement shall not be granted sick leave. Excessive is defined as three (3) unexcused absences in a three-month period. However, one continuous week-long bout with the flu would be considered one (1) absence.

The City reserves the right in all cases of reported illness to require an employee to furnish a physician's report. Chronic use or abuse of sick leave or tardiness shall constitute grounds for discipline and/or review of an employee's fitness for duty (Section 610).

Unauthorized absences from work for a period of three consecutive workdays may be considered as the employee's voluntary resignation by the City Manager. Following this period, the City will notify the employee by certified mail or other means necessary, that the employee's actions are considered voluntary resignation. If the employee is unable to inform the City of their absence due to a valid substantiated reason such as temporary disability, then the absence will not be considered unauthorized.

Section 604. INSURANCE. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/99; Ordinance 837: 07/05/1995)

The City provides health, dental, group term life and long term disability insurance for all full-time employees, including firefighters, at no cost to the employee. The selection of providers for said coverage will remain at the discretion of the City Manager. Dependent coverage may be available; however, dependent premiums are the responsibility of the employee. Coverage ends on the last day of the month in which termination or resignation occurred. COBRA coverage will be offered at the time of termination, (unless termination was for misconduct) or upon resignation as long as employee completed probation period.

An employee moving from part-time to full-time must wait a full 30 days from date of change before becoming eligible for benefits which would start on the first day of the next full month after the 30 days and will immediately begin intermediate probationary period.

Section 605. RETIREMENT. (Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999, Resolution 2013-49: 09/10/2013; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

The City is currently a member of the Florida Retirement System (FRS) for all employees hired prior to 01/01/1996. All retirement benefits will be governed by the Florida Statutes. There is no cost to the employee for membership. All full-time employees hired after 01/01/1996, other than firefighters, will not participate in the Florida Retirement System (FRS).

The City provides a 401(a) Retirement Plan through the ICMA (International City Management Association) Retirement Corporation Governmental Money Purchase Plan & Trust for those employees hired or rehired after 01/01/1996. The ICMA Retirement Plan will be available to full-time employees, and after the completion of the six (6) month (or nine (9) month extended) probationary period, the benefits accrued will be retroacted to the employee's date of hire.

Vesting will occur as follows:

- a) Employees who have completed two (2) years of employment shall be vested at 25%
- b) Employees who have completed three (3) years of employment shall be vested at 50%
- c) Employees who have completed four (4) years of employment shall be vested at 75%
- d) At (5) five years of employment with the City the employee shall be vested at 100%

Details on the plan will be determined by the City Manager, and are available from the Human Resources Personnel. Should an employee leave employment with the City the vesting schedule above will determine their retirement benefit. Upon retirement, employees may choose to continue using the City's Insurance Plans or COBRA at their own expense.

Additional ancillary plan options, such as 457 Plan or a Roth IRA Plan, are available for the all full-time employees to purchase in addition to the 401(a) Plan provided by the City.

Section 606. TUITION REIMBURSEMENT. (Resolution 07.06: 02/27/2007; 00.10-10/17/00, Resolution 99.01-01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Purpose. To encourage employees to obtain education and training to enhance job performance, and to prepare for broader job responsibilities. Tuition reimbursement may be granted for courses offered by educational institutions with prior approval by the City Manager.

Courses taken toward a college degree related to the employee's present job or a reasonable promotional

objective are acceptable. 'Reasonable promotional objective' will be determined by the employee's Department Head and the City Manager. Other vocational and/or technical courses may be considered on a case by case bases and approved by the City Manager.

Tuition reimbursement is available to any full-time employee under the following guidelines:

1. Employee must have successfully completed their employment initial probationary period and be in good standing with the City.
2. No tuition reimbursement shall be authorized to any employee who has had a formal disciplinary action (suspension, involuntary demotion, or probation) within the previous six months. Any employee receiving such action after pre-approval was granted shall not be reimbursed.
3. The maximum tuition rate authorized cannot, under any circumstances, exceed that of the University of South Florida (USF), for the appropriate level of course-work (graduate/undergraduate). In cases where rates vary from USF campus to campus, the USF Tampa rate will be used.
4. Whenever possible, the employee is to take courses at a Community College rather than at a higher institution.
5. In order to be eligible for reimbursement, the employee must submit an Educational Reimbursement Pre-Approval Form prior to the enrollment in the class or course of study.
6. If the employee is pursuing a degree, the employee is to provide proposed curriculum and estimated time for completion of degree to the City Manager for review.
7. At no time may an employee take more than two courses per semester.
8. Course attendance will be on the employee's own time and will not interfere with job duties.
9. Lab fees, books, student activity fees, flat fees, student athletic fees, room and board or application fees are not eligible for reimbursement.
10. After the completion of any class(es), the request for reimbursement must be made by submitting an original receipt showing specific amount of eligible payment, along with a school document indicating grade received to the Human Resources Personnel Assistant City Manager/Finance Director for processing.
11. The resignation or discharge of an employee automatically terminates their eligibility for benefits under this program. Voluntary separation from City employment prior to one year after completion of reimbursed courses shall cause the employee to repay, or have deducted from his/her salary, all costs incurred by the City under this reimbursement program.

Reimbursement. Employees shall be eligible for reimbursement with a passing grade of A or B at 100%. Courses offered on a pass/fail basis only must be passed in order to be eligible for 100% reimbursement.

Section 607. LEAVE OF ABSENCE WITH PAY. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000; Ordinance 837- 07/05/1995; Ordinance 2010-13: 08/13/19)

The following leaves of absence with pay shall be allowed upon presentation to the City Manager and reviewed by the Human Resources Personnel for appropriate certification showing such leave is required. Such absences will not be charged against an employee's accrued annual leave.

Jury/Court Duty. A leave of absence with pay is granted to an employee when he is called for jury duty or subpoenaed as a witness on behalf of the City or any public agency. The City will pay the employee's regular salary. The employee will furnish proof of such service and will work any part of their regular schedule when not required to serve. Employees who appear as a voluntary witness or litigant against the City, its officers or departments, are not eligible for leave with pay.

Employees, who become involved in litigation not relating to their employment, may use accumulated annual leave.

If a holiday occurs during a court/jury assignment, the employee will be eligible to receive the holiday pay, subject to Section 601.

Proof of duty will be required before compensation is approved. Proof will be considered a Court Summons or Pay Voucher from the Court. The City reserves the right to require a signed statement from the Court Clerk noting each day spent on duty.

Reserve Training. An employee who, by reason of membership in one of the United States military reserve components, is ordered by an appropriate authority to attend a training period or encampment shall be granted leave of absence with supplemental pay corresponding to the time spent in active military reserve training. The City will supplement the employee's reserve training pay in order to bring the employee's salary to the level earned at the time he/she was called to military reserve training status. Such leave shall not exceed seventeen calendar days in any twelve-month period.

Active Military Service. In the event an employee who is a reservist is called to active military service, the employee may be granted a leave of absence to perform active military service

The employee will be granted up to ninety (90) days supplemental pay corresponding with the time spent in active military service thereby supplementing the employee's military pay to the level earned at the time he/she was called to active military duty. The employee will have health insurance and other existing benefits, where allowable, carried forward for this period. Should the active military status continue past ninety days, certain medical benefits may be continued through COBRA (Consolidated Omnibus Budget Reconciliation Act), depending on existing coverage. Upon return from active military service, the employee will be reinstated with the pay and benefits, which were allowed prior to being called to active duty as required by the USERRA Restoration Act. Each month of military service performed counts as a month actively employed by the employer.

Bereavement Leave. Full-time employees shall be granted time off with pay to observe the passing of an immediate family member. Three days shall be granted for in-state deaths or out-of-state deaths where the employee does not attend the funeral. Five days shall be granted for the employee to attend an out-of-state funeral. Immediate family shall consist of the employee's spouse, parent(s), child(ren), brother, sister, step-parent(s), step-child(ren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren. Bereavement Leave shall not be charged to annual or sick leave. Computation of leave shall be based on consecutive workdays, unless approved by the respective

Department Director. If requested, the employee shall provide the Department Director with evidence that the death occurred.

Bereavement leave required in excess of the above referenced leave will be charged to annual leave, or leave without pay at the employee's option.

Administrative Leave. Leaves with pay may be authorized by the City Manager for any reason, which is deemed to be in the best interest of the City and the employee. These may include leaves of absence pending investigations, or attendance at official and educational functions, threatening weather, fitness for duty physical, voting, etc. Each Administrative Leave shall be evaluated independently.

Flex Time. Salaried employees are to understand their positions are paid at a rate which anticipates more than a typical 8 hour day or 40 hour week. However, when extraordinary hours are demanded or required, the City Manager has the authority to grant up to three (3) consecutive vacation days without the use of benefit time, referred to as "flex salaried time." It is expected that salaried individuals shall be required to put in additional hours to complete their normal workload and such hours are not considered "extraordinary" for the purpose of this section.

Family and Medical Leave Act (FMLA) Eligibility:

Eligibility. An eligible employee is one who has been employed for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Qualifying Events. Eligible employees have the right to take paid or unpaid leave for a period of up to 12 workweeks in any twelve-month period for the following reasons.

1. The birth of a child.
2. The placement of a child for adoption or foster care.
3. Care of a family member (child, spouse or parent) with a serious health condition.
4. Serious health condition, which renders the employee unable to do his/her job.

The Leave Year. The leave year is determined by calculating a 12-month period measured forward from the date an employee's first FMLA begins. An employee taking FMLA leave must first use any vacation or paid absence days as part of the leave. The remainder of the leave will be unpaid.

Application for Leave. An employee who requests FMLA must complete an Application for Family and Medical Leave Form. If an employee is requesting medical leave, his or her physician must complete the Certification of Physician or Practitioner Form prior to beginning leave. Both forms are available from the Human Resource Personnel and required to be returned in within 15 days of first date of absence. Holidays are considered paid absence days and therefore are paid during FMLA. Larger chunks of time when the city is closed, however, do not count as leave under FMLA.

Employees on FMLA are required to report on their status and intent to return to work by telephone to the Human Resources Personnel and/or Department Head bi-weekly.

Benefits/Contributions. An employee on FMLA is entitled to have health benefits maintained while on leave. The employee is responsible for making any required contributions on a monthly basis during the FMLA time.

NOTE: If an employee is more than 30 days late in paying required contributions, coverage will terminate. The City reserves the right to seek recovery of any premiums paid for health insurance if the employee fails to return to work at the conclusion of the leave.

Pay increases and further accumulation of benefits will be deferred during periods of unpaid FMLA.

Returning to Work After Medical Leave. If an employee takes FMLA due to a serious medical condition, he or she must be certified as able to return to work by a physician.

Section 608. LEAVE OF ABSENCE WITHOUT PAY. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999; Ordinance 837-07/05/1995)

Involuntary. An employee may be placed on leave of absence without pay by the City Manager, pending investigation into the employee's conduct and potential disciplinary action or where the City Manager deems it to be in the best interest of the City.

Other Leaves. Other leaves without pay may be authorized by the City Manager for any reason that which is deemed to be in the best interest of the City and the employee.

While on any leave without pay employees will not accrue annual, sick leave or holiday benefits. If insurance benefits are extended to an employee on an unpaid leave, all premiums paid by the employee must be made in advance for the period of the leave.

An employee granted a leave of absence without pay in excess of twelve (12) weeks shall be permitted to return to work providing a vacancy exists in their prior position. If such vacancy does not exist, the employee shall be terminated and may reapply for a vacant position for which qualified.

Employees reinstated to their prior position from a leave without pay will be entitled to receive their prior rate of pay in addition to any cost of living increases applicable to all other employees.

A leave of absence without pay for thirty consecutive days or longer will result in a corresponding adjustment of the employee's anniversary date of employment and time in position.

Section 609. EMPLOYEE ASSISTANCE PROGRAM. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999)

The City of Madeira Beach recognizes that personal situations which may affect an employee's well-being and job performance, and is committed to providing programs and services to assist those employees. Therefore, the City is sponsoring a confidential Employee Assistance Program (EAP) which offers employees and their families' short-term professional counseling and assistance for any type of personal problems including relationship issues, emotional distress, and chemical dependency.

Self-Referrals: An eligible employee may contact the EAP at any time for professional assistance by calling the telephone number noted in the EAP brochure to schedule a confidential consultation.

Management Referrals: If an EAP referral is indicated, based on performance issues, or the employee seeking advice regarding a personal problem, the City Manager or his designee shall contact an EAP counselor to review the issues and assist in scheduling a meeting with the employee. The employee will be instructed to arrange an appointment with the EAP counselor, and although the final decision to use the program is left up to the employee, the employee is still responsible for job performance related issues,

and may be subject to disciplinary actions for these issues. Failure to report for mandatory referral may result in administrative leave pending disciplinary proceedings, up to and possibly including discharge.

In safety sensitive occupations, the EAP referral may be mandatory as "fitness for duty". The employee will be responsible for providing proof of attendance, and if required, certification of Fitness for Duty.

Any time off from work to attend a counseling session is subject to established policy for absenteeism. If the counseling session is being mandated by the City, the employee must make every effort possible to make sessions during their time off from work. If not possible and the mandated session causes time off from work, the employee will not be penalized in accordance to the absenteeism policy.

Section 610. FITNESS FOR DUTY

The physical fitness of employees is vital to the level of service provided to the public. In the event an employee's mental or physical fitness for duty is questioned the following procedures will be implemented:

A) If the employee has been seen by their licensed medical provider (MD):

1. The employee is responsible for providing a medical release to their specific position when reporting back to work. If the employee does not have a medical release, the supervisor may request the employee to leave their shift until such time as the employee returns with the appropriate release. Time spent obtaining the form is charged to the employees sick leave bank.
2. Medical release must be returned to the City within three (3) calendar days of the request.
3. In the event an employee is not able to perform the essential functions of their position, the time from work will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated leave, holiday and compensatory time, if any.
4. The City reserves the right to request a second opinion when there is reason to question the employee's fitness for duty. The City shall determine the extent of the examination based upon the employee's job description, the physician, and bear the cost for the second opinion.

B) If the employee has not been seen by any medical provider:

1. The supervisor may send the employee to the City's physician, or local emergency room, if appropriate. The time spent in receiving initial medical evaluation is charged to Administrative Leave.
2. Whenever the City has cause to believe that an employee is unable to perform the essential functions of his position with or without reasonable accommodation, it may require a fitness for duty examination, which would be limited to the examination of the employee's fitness to perform the essential functions of the job.
3. If the medical provider states the employee is not able to perform the essential functions of their position, the time from work following the appointment, will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated annual leave, holiday and compensatory time, if any.

ARTICLE VII. EMPLOYEE TRAINING *(Resolution 07.06: 02/27/2007; Resolution 00.10-10/17/00, Ordinance 837: 07/05/1995)*

The City Manager, through the Department Directors, may establish and develop an educational program for employees of the City, when deemed appropriate. The purpose of such a program is to increase the operational efficiency of employees in their present positions and to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Employee participation in some training programs may be declared mandatory by the City Manager, while other non-mandatory trainings will be made available to all employees for completion towards merit evaluation/consideration.

Department Directors shall be responsible for determining which additional training programs will benefit the department and the employee(s).

Approval must be received prior to registering for training. The City reimburses the employee for mileage, meals and lodging, if applicable. No overnight stay will be approved for training within a 50 mile radius of the City. Any exceptions to this rule must be approved by the City Manager.

Internship – The City internship program provides students with paid and non-paid opportunities to experience and learn the inner workings of a local government. The City will provide legitimate opportunities for professional and educational experiences approximately equal in quality to those provided in a college classroom. Hours and day of employment will be specified at the start of the internship and maintained throughout the program. Under no circumstances will the City demand additional hours of work from the intern without appropriate permissions.

ARTICLE VIII. ACCIDENT PREVENTION, WORK SAFETY AND WORKER'S COMPENSATION

Section 801. GENERAL PROVISIONS. *(Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

The City of Madeira Beach, in the interest of both employee and public safety and its commitment to provide a safe working environment, will establish and maintain a Workplace Safety Program pursuant to the requirements of the Florida Occupation Safety and Health Act, Chapter 93-415, §52-74, Laws of Florida, and Rule 381-17 of the Florida Administrative Code.

Section 802. INJURY TREATMENT AND REPORTING. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999)*

Medical treatment for all workers compensation injuries will be provided pursuant to Florida Statute 440.134 and in accordance with the Workers Compensation Procedures. A routine post-accident drug test will be performed on all employees who have contributed to an accident requiring medical treatment as well as employees who receive medical treatment for an injury obtained on the job.

Section 803. VEHICLE ACCIDENT REPORTING PROCEDURE. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01-01/05/99; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

In all cases when a City-owned vehicle is involved in any kind of motor vehicle accident/incident, employees will immediately notify in addition to their supervisor, the designated Law Enforcement Agency, if within the City of Madeira Beach, or the appropriate law enforcement agency if outside the City. In the event the

employee's supervisor is not available, another supervisor from within that department will be dispatched to the accident scene.

Employees (operator) who are found to be at fault may be responsible for repair costs up to the current insurance deductible and will be subject to disciplinary action, up to and possibly including discharge.

The designated supervisor will insure that a Vehicle/Property damage form is completed on all accidents with involving a city vehicle and copies of this report shall be forwarded to the Human Resource Personnel and/or City Manager's office within three working days of the accident.

A routine post-accident drug test will be performed on all employees who have contributed to a motor vehicle accident where any liability to the City has occurred.

Section 804. INCIDENT/LIABILITY REPORTING PROCEDURE. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Any incident which happened or is alleged to have happened, where the City could conceivably share liability, will require an Accident/Incident form or a Notice of Injury to be completed, will be reported to the employee's immediate supervisor and the Human Resources Personnel within twenty- four hours of occurrence.

Section 805. WORKERS COMPENSATION. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

Payment of Workers' Compensation to an employee, who is incapacitated, because of an injury arising out of and in the course of performing his/her duties, will be governed by the State of Florida Workers' Compensation Law. All City Employees, Interns, Temporary and Volunteers shall be covered under the City's Worker's Compensation Program.

Workers compensation injuries will, in many cases, constitute a "serious health condition" as the term is defined in the Family Medical Leave Act (FMLA). When an employee begins workers' comp leave, there will be a determination of whether that particular injury constitutes a serious health condition and whether the workers' comp leave will be designated as FMLA leave. While on workers' comp/FMLA leave, the employee's group insurances will be continued to the same extent as when they were working, and the right to be reinstated to their former position will be fully protected for up to twelve weeks, depending on whether they have previously used any of their annual twelve-week allotment of FMLA leave.

Section 806. TRANSITIONAL DUTY ASSIGNMENTS. (Resolution 07.06: 0 2/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

The City may offer Transitional (not permanent) Duty Assignments (TDA) for eligible employees who have been restricted by their physician due to an on-the- job injury or job-related illness. If the employee is still unable to perform all the duties of his/her regular position at the end of the TDA, he/she may be placed on workers' compensation leave. A physician may be asked to re-evaluate the physical status of an employee on workers' compensation leave, or in a TDA every 30 days.

Employees in a TDA may be assigned to any department and on any shift. Employee in a TDA is bound by the same work conditions and requirements as any other employee, except as noted below. Only employees capable of performing all of the essential job functions of the position need be considered for that option. An employee who reaches maximum medical improvement (MMI) will no longer be considered for TDA.

If the employee is eligible for FMLA leave, and is offered a TDA with duties he/she is able to perform, he/she will have to choose between working or taking leave as explained below:

Option 1 (Taking Leave): Employees may choose to exercise their right to take FMLA leave instead of returning to work in the TDA. However, such employees will lose their temporary (wage loss) workers' compensation benefits because they declined available work. If they recover while on FMLA leave, they must be reinstated to their previous or like position in accordance with FMLA requirements. If they continue on workers' comp leave after their FMLA leave has expired, the City may terminate their group medical insurance and issue a COBRA notice. They may also be eligible for reinstatement if they are subsequently able to return to their former position, if there is a suitable vacancy. However, reinstatement need not be guaranteed after FMLA leave has been exhausted.

Option 2 (Working): Employees may accept the TDA. While working in the TDA they have the right to be reinstated to their regular position for up to 12 weeks. If they cannot return to their regular job, and they still qualify for FMLA leave, they have the right to take any balance of their 12-week entitlement not yet used. The employer may eliminate the TDA at any time, but the time spent working in the TDA does not count as part of the FMLA leave as provided by FMLA Regulation 825.2209(d).

Failure to accept a TDA within their physical restrictions by employees who are not eligible for FMLA will be considered grounds for termination.

ARTICLE IX. GRIEVANCES AND APPEALS.

(Resolution 07.06: 0 2/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

The Civil Service Commission may render advisory opinions based on its findings to the City Manager. The commission will provide the City Manager with a copy of its statement of opinions, which shall also be provided to the grieved employees.

Per the Charter Section 4.6 (c) Prohibitions - Interference with administration. Except for the purpose of inquiries and investigation, the Board of Commissioners or its members shall deal with the City officers and its employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Board of Commissioners or its members shall give orders to any such officers or employee, neither publicly nor privately, except as provided under the emergency powers section of this Charter. The Board of Commissioners or any of its committees or members, individually or collectively, shall not direct or request the appointment of any person or his/her removal from, office by the City Manager or any of his/her subordinates or in any manner, directly or indirectly, take part in the appointment or removal of any officers or employees or members of Boards in the Administrative Service of the City of Madeira Beach, Florida. The Board of Commissioners nor any member thereof shall give orders to any subordinate or Officer of said City, either publicly or privately.

In order to provide and maintain the best possible conditions of work for classified employees, and in order to preserve and improve cooperation between and among staff members, the City of Madeira Beach encourages the prompt, fair settlement of grievances through an orderly grievance appeal procedure, without interference or reprisal. A grievance is defined as a classified employees' expression of dissatisfaction concerning a job related action such as disciplinary action, including termination. The employee may not appeal verbal warnings or performance evaluations.

Temporary/Seasonal or probationary employees are not permitted to appeal disciplinary actions.

The grievance appeal procedure consists of three successive steps, which must be followed, in order and within the time frame provided for in this policy.

Grievances must be filed within ten (10) calendar days after the action or incident and contain the reasons why the employee considers the action inappropriate or inequitable. Appeals to the successive steps must be filed within ten (10) calendar days following receipt of the decision made in the preceding step, or the grievance will be presumed settled and not subject to further consideration. All notifications and filings must be in writing and signed by the author(s).

STEP ONE – Immediate Supervisor

The grievance must be submitted by the employee to the employee's immediate Supervisor. The Supervisor must address and respond to the grievance within five (5) calendar days. If the employee is not satisfied with the decision at Step One, or if the grievance directly involves the Supervisor, the employee has the right to present the grievance at Step Two.

STEP TWO – Department Head

The grievance must be submitted by the employee to the Department Director with a copy to the Human Resource Personnel and City Manager. A meeting will be held with the Department Director, the aggrieved employee and the Human Resource Personnel and City Manager. This meeting will be held within ten (10) calendar days of the filing of the grievance.

Within ten (10) calendar days of this meeting, Department Director must notify the employee of the decision. If the employee is not satisfied with the decision at Step Two, the employee has the right to present the grievance at Step Three.

STEP THREE – Appeal to the Civil Service Commission

A request for further consideration must be presented to the Civil Service Commission via the Human Resource Personnel in thirty (30) calendar days of receipt of the Step Two decision. The Civil Service Commission shall have the power to issue subpoenas to compel attendance so that it is limited solely to the grievances.

Per Charter Section 5.7. Grievance procedures, including procedures for the hearing of grievances by the Civil Service Commission, which may render advisory opinions based on its findings to the City Manager with a copy to the aggrieved employee.

The Civil Service Commission will conduct a comprehensive review of all available information concerning the grievance and if deemed appropriate will meet with the aggrieved employee. Following the investigation, the Commission's findings will be forwarded to the City Manager as a recommendation. The City Manager may request meeting with all parties. The aggrieved employee will be notified within ten (10) calendar days of the City Manager's decision, which is binding.

ARTICLE X. DISCIPLINARY ACTION

Section 1001. GENERAL PROVISIONS. (Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999: Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

The City Manager shall when he/she deems it necessary for the good of the City, suspend or remove all City employees and appointive administrative officers provided for or under this Charter, except as otherwise provided by law, this Charter, contract or personnel rules adopted pursuant to the Charter.

It is the policy of the City of Madeira Beach that discipline should be corrective rather than punitive. Guidance of employees for the following constitute the reasons for which an employee may be removed from employment. However, the City Manager is not limited to these offenses and may remove any employee from employment whenever it is deemed in the best interest of the City. Probationary and temporary employees who are disciplined, suspended, demoted or discharged by the City shall not be subject to any grievance or appeals procedure. Rules and regulations are necessary to insure efficiency and effectiveness and to promote proper employee conduct. When circumstances permit, supervisors are encouraged to utilize "progressive discipline" by administering gradually increasing disciplinary actions for each successive instance of employee misconduct. Each level of discipline shall be documented and placed in the employee's personnel file.

The following guidelines are divided into four levels, which reflect the seriousness of the offenses. These levels are written counseling, written reprimand, suspension and discharge. In each level and for each infraction, consideration will be given to the severity of the offense, the actual or potential cost or damage involved, time interval between infractions, the length and quality of service records and any other pertinent information. In considering disciplinary action on a current infraction or offense, the City will take into consideration any prior infractions and consider length and quality of service.

Probationary and temporary employees who are disciplined, suspended, demoted or discharged by the City shall not be subject to any grievance or appeals procedure.

The City retains the right to treat each occurrence of misconduct on an individual basis without creating a precedent for other future cases. The rules and regulations provide recommended progressive discipline to apply for specific offenses; however, the recommended penalties may be modified by management and may include a lesser or more severe penalty when extenuating circumstances exist. The following rules and standards of conduct are not to be construed as a limitation upon the retained rights of the City, but are to be used only as a guide.

Supervisors may use their discretion in determining or recommending appropriate disciplinary action. When an employee's conduct can be considered to fall into two categories provided in these guidelines, the Supervisor may select the category they believe to be the most appropriate. If an employee's conduct does not fall within any of the categories described, the supervisor may determine or recommend disciplinary action in accordance with the group offense they believed to be most appropriate. The following guidelines do not override any specific rule contained herein or any policy issued by the City.

Immediate supervisors have the authority to issue verbal warnings to all employees under their control and may recommend action of a higher degree as appropriate. Department Directors have the authority to issue disciplinary action up to and including a written reprimand based on the circumstances of the violation. Department Directors may recommend to the City Manager that the employee be suspended without pay or discharged.

No employee shall be terminated without a Pre-Termination Hearing by the City Manager as a time and date specified by him/her and with or without the employees presence. Pre-Termination Hearings shall mean those hearings, when it has been alleged that an employee has violated a Departmental or City rule that could lead to termination. The employee shall be given 72 hours' notice, in advance, of a Pre-Termination Hearing and shall be afforded due process during the hearing.

The City Manager or designee has the sole authority to suspend an employee with/without pay or to discharge an employee for cause.

Section 1002. GROUP I OFFENSES. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

First Offense	Written Counseling
Second Offense	Written Reprimand
Third Offense	Suspension w/o pay and/or demotion
Fourth Offense	Discharge

1. Neglect, carelessness or failure to observe departmental safety rules or disregard of common safety practices.
2. Neglect or carelessness, which results in repetitive or preventable accidents, which do not involve personal injury.
3. Tardiness is defined as reporting late for work, over-extending breaks or meal periods. One offense is equal to three occurrences in any thirty calendar day period, or a continuous pattern, once documented.
4. Employee has hindered the regular operation of the department because of chronic or excessive absenteeism. Excessiveness is more than three occurrences in any thirty calendar day period which have not been approved.
5. Wasting time, loitering, or leaving assigned work areas during working hours without permission.
6. Competence, productivity and workmanship do not meet standards of performance, as established by the Department Director.
7. Engaging in horseplay and scuffling as determined by the Department Director.
8. Creating or contributing to unsafe and unsanitary conditions or the failure to keep work area clean.
9. Distributing written or printed matter of any description on City premises unless authorized by Department Director.
10. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned or performing other than assigned work.
11. Failure to carry out assigned work or instructions by a supervisor.
12. Discourtesy while in the performance of duties.
13. Pervasive negative attitude which affects the delivery of services by other employees.
14. Wearing a City uniform in a manner, which discredits the City, as determined by the Department Director, whether during normal working hours or after hours.
15. Operating a City vehicle without having the required driver's license in your possession.
16. Violation of any departmental rule or administrative policy. Which is considered within the Group level of severity, as determined by the Department Director with City Manager concurrence.
17. Unauthorized use of City telephones for charging personal long distance or toll calls to the city.

Section 1003. GROUP II OFFENSES. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

First Offense	Written Reprimand
Second Offense	Suspension w/o pay and/or demotion
Third Offense	Discharge

1. Unauthorized use of City property.
2. Sleeping during working hours.
3. Operating a City owned or other vehicle (or piece of equipment) used in the service of the City in a negligent manner not involving personal injury.
4. Transportation of unauthorized passengers in City vehicles.
5. Failure to report an incident or accident occurring while on duty immediately to a supervisor, regardless of whether property damage or personal injury resulted.
6. Failure to comply with oral or written orders and instruction.
7. Mistakes due to carelessness causing material, parts or equipment to be damaged, scrapped or wasted.
8. Failure to report a request for information or receipt of a subpoena or summons from an attorney, law firm, or court of law in connection with City related business.
9. Engaging at any time in employment or activity, which creates a conflict of interest with the duties, functions and responsibilities of a City employee.
10. Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the City or its operation which would bring the company's reputation into disrepute, whether it was realized or not.
11. Conduct unbecoming a City Employee, as determined by the City Manager and supervisor in consultation with Human Resources Personnel.
12. Violation of any departmental or administrative policy or rule, as determined by the Department Director with City Manager concurrence, which is considered to be within the Group II level of severity.
13. Permitting another person to use your City identification information, or using another person's identification card, or altering a City identification card.
14. Political activity while on City time.

Section 1004. GROUP III OFFENSES. (Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

First Offense Suspension without pay and/or demotion.
 Second Offense Discharge

1. Provoking or instigating a fight.
2. Malicious mischief, demonstrations on the job, or other acts of disorderly conduct, as interpreted by the Department Director.
3. Driving a motor vehicle while on duty without a valid State of Florida driver's license (operator or CDL), or failure to report the loss or suspension of a driver's license, within one day of the loss or suspension, when an employee is required to drive while on duty.
4. Insubordination by the refusal to perform work assigned, or to comply with written or verbal instructions of supervisory personnel, including the use of abusive language or behavior directed toward a supervisor or a member of management.
5. Revealing confidential information without prior approval from the City Manager.

6. Disclosing or using information not available to the public for personal gain or benefit.
7. Failure to disclose partnership, controlling interest, or employment with a business entity subject to City regulations or that has substantial business commitments with the City. A sworn disclosure statement must be filed within forty-five days after employment with the City or after the acquisition of such position or material interest.
8. The unauthorized use of City equipment or vehicles for personal financial gain.
9. Violation of any Departmental or Administrative policy or rule, as determined by the Department Director with City Manager concurrence, which is considered to be within the Group III level of severity.

Section 1005. GROUP IV OFFENSES. (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/99; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

First Offense - Disciplinary action up to and including discharge

1. Serious neglect in the performance of assigned duties, as determined by the City Manager.
2. Drinking alcoholic beverages or using illegal drugs while on City property, including City vehicles.
3. Drinking alcoholic beverages or using illegal drugs while on City time.
4. Deliberately misusing, destroying, damaging, or causing any City property to be damaged, or the property of any employee.
5. Actively participating in a fight at any time while on City property or while acting as a representative for the City.
6. Dishonest, disrespectful, threatening, intimidating behavior or coercing fellow employees, supervisors or the public.
7. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation, unemployment compensation, health insurance payments, or other benefits, or failure to repay overpayment for which not entitled, in a timely manner.
8. The possession or use of illegal controlled substances while on duty, including breaks and/or while on lunch periods. The consumption of alcoholic beverages while on duty, including breaks and/or while on lunch periods.
9. Violation of the City's Drug-Free Workplace Policy.
10. Receipt from any person of a fee, gift, or other item of value in the course of work when such fee, gift, or other item is given or accepted in the hope or expectation of receiving a favor or better treatment than is accorded other persons.
11. Deliberately hitting, shoving, striking or physically abusing another individual at any time.
12. Violation of the City's EEO or Harassment Policy.
13. Instigating, leading or participating in a strike or any concerted activity against the City as defined in Florida Statutes.
14. Failure to obtain and maintain licenses, certifications or other qualifications required for an employee's job, whenever a demotion is not possible or appropriate.
15. Knowingly falsifying the payroll record of an employee, or any unauthorized altering of all payroll related records.
16. Being absent from duty for a period of three consecutive working days without proper authorization.
17. Failure to return from an authorized leave of absence within three working days from scheduled date of return.
18. Failure to return from a Worker's Compensation Lost Time injury, whereupon the

- Managed Care Physician has rendered the opinion that the employee has reached MMI (Maximum Medical Improvement) and is capable of performing some kind of work.
- 19. Possession or use of firearms, explosives or other weapons on City property.
- 20. Use or attempted use of political influence or bribery to secure an advantage of any kind.
- 21. Theft of City property.
- 22. Failure to report an arrest for a crime.
- 23. Violation of any Departmental policy or Administrative rule, as defined by the Department Director with City Manager concurrence, which is considered to be within the Group level of severity.
- 24. No employee is to report to or be at work under the influence of drugs or alcohol.

ARTICLE XI. SEPARATIONS

Section 1101. RESIGNATION. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/99; Ordinance 837: 07/05/1995)

Voluntary Resignation. Any employee wishing to leave the City Service in good standing shall file with the Human Resource Office, through the Department Director, a written resignation stating the date on which the employee is leaving and the reasons for leaving. Such resignation must, unless reasonable extenuating circumstances exist, be submitted at least two weeks before the effective date of the resignation. Failure to comply with this procedure shall be cause for denying such employee future employment with the City, as well as forfeiture of all leaves and negating normal compensation for unused sick leave. Only dated and signed resignations will be accepted as such.

Any employee who resigns and is considered for re-employment within six (6) months may begin their employment, with "time in" grade, benefits (excluding insurances and retirement), and seniority, as approved by the City Manager.

Involuntary Resignation. If it becomes necessary for the City to terminate an employment relationship due to repetitive disciplinary actions, failure to abide by safety rules, or other incidents listed in Group Offenses, the employee will forfeit all accumulated sick leave and the employee's personnel records will reflect ineligibility for re-hire.

Section 1102. DISABILITY. (Resolution 07.06: 02/27/2007; Ordinance 837: 07/05/1995)

An employee may be separated when a physical or mental impairment prohibits them from performing the essential functions of their position with or without reasonable accommodation. In all cases, such separations shall be supported by medical evidence acceptable to the City Manager. The City may require examinations at its expense, to be performed by physicians of its choice. Such examinations may include physical and/or mental evaluations, as well as the completion of current medical history reports to be reviewed by the City's physician.

Section 1103. DEATH. (Ordinance 837: 07/05/1995)

Separation shall be effective as of the date of death, unless already addressed by another applicable section of the Personnel Policies and Procedures. All compensation due to the deceased employee as of the effective date of separation shall be paid to the beneficiary of record, surviving spouse or the estate of the employee, as determined by law.

Section 1104. RETIREMENT. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

Separation shall be effective as of the date of retirement. Terms of retirement will be governed by applicable State and Federal laws and current retirement system.

Section 1105. EXIT INTERVIEWS. (Resolution 07.06: 0 2/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01- 01/05/99; Ordinance 837: 07/05/1995)

An Exit Interview may be conducted for all full-time employees leaving the City employment for any reason and may be used by the City's management as a tool in gaining an awareness of potential personnel problems. The Human Resource Personnel and/or Department Director will conduct these Exit Interviews utilizing a form/format approved by the City Manager.

Section 1106. RETURN OF CITY PROPERTY. (Resolution 07.06: 02/27/2007; Resolution 99.01-01/05/99; Ordinance 837: 07/05/1995)

Unless previously returned, upon separation and prior to receiving final compensation, all records, books, assets, uniforms, keys, tools, I.D. card, and City property in the employee's custody, shall be returned to the Department. Receipt of City property shall be documented by the employee's supervisor. Money or City property due to the City shall be collected through deduction from final compensation, or other appropriate action. In the event a terminating employee has payroll direct deposit, the Finance Department may choose to issue a manual check in order to recovery City funds or property.

Section 1107. LAYOFFS. (Ordinance 837: 07/05/1995)

The City Manager may layoff any employee whenever such action becomes necessary because of a shortage of work or funds, the abolishing of a position, organizational changes, or as described in the Disability section of the Personnel Policies and Procedures.

ARTICLE XII. MISCELLANEOUS POLICIES AND PROVISIONS

Section 1201. HARASSMENT POLICY. (Resolution 07.06: 02/27/2007; Resolution 00.10-10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

This section is applicable to all employees of the City.

All City employees have a responsibility for maintaining high standards of honesty, integrity, impartiality and conduct in order to ensure the proper performance of the City's business, and to maintain the confidence of the citizens. It is the policy of this City that any form of harassment in the workplace is unacceptable conduct, which may result in disciplinary action up to and including discharge.

Harassment on the basis of sex, ethnic origin or religious affiliation, is a violation of Title VII of the Civil Rights Act of 1964, as amended, and of the Equal Employment Opportunity Commission (EEOC) guidelines on discrimination.

Harassment shall include such behavior as sexual harassment, unreasonable conduct, discrimination, and/or unwelcome behaviors that create a hostile, intimidating, or offensive work environment. Employee conduct, which violates these standards, will not be tolerated. This policy is equally applicable to

harassment between supervisors and workers, between co-workers and/or between employees and non-employees on City property.

Hostile Environment. The safety and security of employees is paramount importance to the City of Madeira Beach. Threats, threatening behavior, or acts of violence against employees by citizens, visitors, or other individuals or acts of violence initiated by employee(s) of the City of Madeira Beach will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest, and prosecution.

Hostile environment occurs when discrimination, unreasonable conduct and/or unwelcome behavior create an intimidating or offensive work environment. To constitute "hostile environment" the action must be pervasive and repeated. The following examples are not intended to be inclusive:

Discrimination. Discrimination occurs whenever employment decisions are made based upon race, religion, color, national origin, age, sex, marital status, disability or handicap.

Unreasonable Conduct. Unreasonable conduct is treating individuals as if they were inferior. This behavior includes refusing to take someone's comments and concerns seriously and/or verbal abuse, and negatively impact the work performance of the targeted employee.

Unwelcome Behavior. Included in "unwelcome behavior" are: (1) unwanted, or unwelcome verbal and/or behavior that have overtones related to an individual's race, religion, color, national origin, age, sex, handicap, disability, marital status, and (2) verbal/behavior that an employee did not solicit or invite and the employees regards as offensive.

Sexual Harassment. Unwelcome sexual advances, request for sexual favors and/or verbal or physical conduct of a sexual nature constitute sexual harassment when:

Submission to such conduct is made explicitly or implicitly a term, or condition of an individual's employment. Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;

Such conduct has the purpose, or effect, of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

For the purpose of this policy statement, an employee shall be defined as any individual, regardless of classification, employed by the City of Madeira Beach, or volunteer working under the supervision of the City.

Prohibited Behavior. Sexual harassment is a prohibited personnel practice when it results in the following (but not limited to incidents): discrimination for, or against, an employee on the basis of conduct not related to performance, such as the taking, or refusal to take, a personnel action, including promotion on the basis of whether or not employees submit to sexual advances or protest sexual overtures.

A supervisor who uses implicit or explicit coercive sexual behavior to control, influence, or affect the career, salary, or job of an employee, is engaging in sexual harassment. Similarly, a City employee who behaves in this manner toward his/her co-workers in the process of conducting City business is engaging in sexual harassment.

Any employee who participates in deliberate or unsolicited verbal comments, gestures, or physical contact

of a sexual nature which are unwelcome, and interfere in work productivity, is also engaging in sexual harassment.

Comments, gestures, or physical contact of a sexual nature are entirely inappropriate, unwelcome or not, and individuals who participate in such behavior shall be subject to discipline up to, and including, discharge.

Any employee who is found to be guilty of harassment shall be subject to discipline, up to and including dismissal, under the provisions as defined in these personnel rules and regulations.

In addition, any Department Director or Supervisor who observes, or has reported to them, instances of harassment shall take the following steps:

- 1) Report such action to the Human Resource Personnel or the City Manager as soon as possible so that corrective measures may be taken.
- 2) Take immediate action to prevent similar occurrences, and properly document such action taken.

Department Directors and Supervisors failing to obey the above directive shall be subject to discipline up to, and including discharge.

Remedies. Under applicable laws and regulations, the City of Madeira Beach is responsible for the acts of its agents and employees with respect to harassment, regardless of whether the specific acts complained of were authorized, or even forbidden by the City, and regardless of whether the City knew, or should have known, of their occurrence. Any employees who feel they are victims of acts of harassment are responsible for reporting such acts, as follow:

- 1) In the case of acts of alleged harassment by non-employees, the affected individual should immediately contact his or her Supervisor, or Department Director.
- 2) In the case of acts of alleged harassment by and between co-workers, the affected individual should immediately notify his or her Supervisor or, if appropriate under this regulation, the Human Resource Personnel or the City Manager.
- 3) In the case of acts of alleged harassment by supervisory personnel, the affected employee should immediately notify the Department Director or, if appropriate under this regulation Human Resource Personnel or the City Manager.

Any Supervisor, Department Director who becomes aware of alleged harassment anywhere within the agency shall promptly report the facts to the Human Resources Personnel, who shall initiate an investigation into the allegations. The results of the investigation will be forwarded to the City Manager for appropriate disciplinary action.

This policy authorizes employees to go beyond their immediate Supervisor in cases where the Supervisor is the one involved in the alleged harassment, or where the Supervisor fails to take appropriate action.

All City employees have an obligation to take appropriate actions to prevent harassment from becoming an issue in the work environment. On an annual basis, management and supervisory employees will be given appropriate training. In addition, this policy shall be circulated and posted along with EEOC guidelines relative to the subject.

Section 1202. FLORIDA CLEAN INDOOR AIR ACT (FS 386.201 through 386.211). (Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2010-12: 08/13/19)

The purpose of the Florida Clean Indoor Air Act is to protect the public and the environment by creating areas in public places and at public meetings, which are reasonably free from tobacco and e-cigarette smoke. No person may smoke tobacco, vape(ing), or use e-cigarettes in any City of Madeira Beach building, facility or vehicle. All offices workplaces and common areas are accessible to other employees and the general public at large and therefore are not eligible to be designated as a smoking area.

Any employee who smokes tobacco or e-cigarettes in a City building, facility or vehicle will be considered in violation of a Group Offense and will be subject to disciplinary action.

Section 1203. CODE OF ETHICS. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

Public Officials (Elected officials, City Board members) or employees, their spouses and minor children are prohibited from soliciting or accepting any compensation, payment or thing of value such as a gift, loan, reward for promise of future employment favor or service from any person or corporation when they know or with an exercise of reasonable care should know, it is given to influence their official action or judgment.

Public Officials or employees are prohibited from using or attempting to use their official position to obtain a special privilege for themselves or others.

Public officials or employees shall not directly or indirectly accept any gift, favor, or service in their official capacity from any person or corporation, including Christmas gifts, exceeding a value of \$100.00.

Employees acting as a purchasing agent are prohibited from purchasing, renting, leasing any realty, goods or services from any agency in which the employee, spouse, or child has any ownership or financial interest or who would financially benefit from the transaction, without the expressed, written consent of the City Manager.

Any public official or employee who violates this rule shall be considered in violation of misconduct and could be subject to review and appropriate disciplinary action.

Section 1204. ARRESTS. (Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

Employees, who are arrested for any felony or misdemeanor, shall report such incident on the next scheduled workday to the Department Director. Failure to do so may result in disciplinary action, as described herein.

Section 1205. ATTENDANCE. (Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Employees shall be in attendance at work by their established starting time in accordance with these rules and general departmental regulations. Employees shall notify with their Department Director and request authorization for leave whenever they cannot report to work on time or fulfill their work assignment. Employees who fail to verbally notify a supervisor, department director of human resources of an absence at least four hours prior to their starting period, or as reasonably practicable, report their absence in accordance with authorized leave are subject to disciplinary action. Voicemail and/or email notifications are accepted forms of notification, or as otherwise provided by a Collective Bargaining Agreement.

Unauthorized absences from work for a period of three (3) consecutive work days may be considered as the employee's voluntary resignation by the City Manager, as described in Section 1101.

Section 1206. BORROWING CITY EQUIPMENT. (Resolution 07.06: 02/27/2007, Resolution 00.10: 10/17/2000; Ordinance 837: 07/05/1995)

The use of any City equipment for City property for personal use is prohibited.

Section 1207. APPEARANCE AND PERSONAL HYGIENE. (Resolution 07.06: 02/27/2007; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Public employees must be aware of the importance of appearance and good personal hygiene where the public and co-workers are concerned. While no attempt is made to set specific standards, the important factor is the overall impression created.

What is appropriate for employees in one function may not be appropriate for another. Work clothes and uniforms provided for many functions generally set the standard for the position. Determination of an employee's specific dress, appearance and personal hygiene is a proper supervisory function and will be treated as such.

DRESS CODE: All City of Madeira Beach staff are expected to present a professional and business-like image to clients, visitors, customers and the public. Supervisors should communicate any department-specific work place attire and grooming guidelines to staff members during new-hire orientation and evaluation periods

The following attire may not be appropriate for some departments and dressing appropriately will be required. For the recreational employees items such as sweatpants, leggings, exercise gear and shorts should only be worn when working in the department and as approved by the department director. All employees shall refrain from wearing low rise or crop tops, short shorts or extremely short skirts/dresses at any time. All clothing must be free of rips, tears and fraying, beachwear, showing midriffs, spaghetti straps or any clothing are excessively revealing is not allowed.

Any staff member who does not meet the attire and grooming standards set by the City will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards. Acceptable personal appearance and proper hygiene is a requirement of employment with the City of Madeira Beach.

Section 1208. OUTSIDE EMPLOYMENT. (Resolution 00.10: 10/17/2000; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

Employees who wish to seek employment outside the City service may do so under the following conditions:

- a) An employee who wishes to engage in outside employment shall make arrangements to be relieved from their outside employment duties if and when called for duty by the City.
- b) All injuries sustained while engaged in outside employment must be reported to the employee's Department Director prior to his/her next scheduled working day. An employee may not use City Worker's Compensation benefits or accrued sick leave for sickness or injury sustained while engaged in outside employment.

- c) Outside employment may not, in any way, interfere or in any way cause a conflict of interest with City employment and must be approved by the City.
- d) Employees who expect to engage in any outside employment shall receive written authorization from the City Manager prior to accepting such employment. Employees who fail to notify their Department Director may be subject to disciplinary action.
- e) Employees who fail to notify their Department Director may be subject to disciplinary action as determined by the Department Director and City Manager.
- f) Outside employment requests shall include the location, nature and extent of such employment. Any change in this information shall be reported to the Department Director where a new determination will be made as to whether the position is acceptable.
- g) Employees holding a full-time position shall not hold any other position in governmental or private employment or as an independent contractor when such other position may have the effect of reducing the efficiency of such employee in the City's service. In determining whether outside employment is inconsistent, incompatible or in conflict with an employee's duties or responsibilities with the City, the City Manager shall take into account the following factors:
 - h) Impairment of efficiency as a City employee
 - i) Fatigue with respect to accident proneness
- j) Failure to abide by any of the aforementioned conditions may result in the City Manager requesting the employee's resignation from City employment, a modification in the conditions of the outside employment, or resignation from the outside employment. If the original request is disapproved, the employee will be disciplined in accordance with this paragraph if they are found to have accepted outside employment.

Section 1209. REIMBURSEMENT FOR TRAVEL EXPENSES. (Resolution 07.06: 02/27/2007; 9.01: 0 1/05/1999, Ordinance 837: 07/05/1995)

When an employee travels on City business, he/she is entitled to receive reimbursement for:

- a) Expenses pursuant to Florida Statutes 112.061: Per Diem and travel expenses of public officers, employees, and authorized persons.
- b) Travel authorization forms must be completed and approved before travel arrangements are performed. No deposits or expenses may be made before travel has been approved by the Finance Director and the City Manager.
- c) Actual expenses, identified with receipts, incurred for meals (excluding alcohol), lodging, registration, tolls, other forms of transportation, and any other expense approved by the Department Director and the City Manager.

In order to receive reimbursement, an After Travel Expense Report must be filled out by the employee and submitted to the Finance Department for processing. Failure to submit receipts, as proof of expenditure will eliminate those expenses submitted as being reimbursable. Forms are available in the Finance Department.

Section 1210. DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE PREVENTION PROGRAM. (Resolution 99.01: 01/05/1999, Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

The City of Madeira Beach believes the safety and health of its employees and the public is of utmost importance, and does participate in random drug screening. In a commitment to provide a safe working environment for all employees and safeguard the health of our employees and the public, the City will establish and maintain a Drug-Free Workplace Policy pursuant to the Drug-Free Workplace Program requirements under Florida Statutes (FS) 440.102, and Florida Administrative Code Rules 38F-9.007 "cut-off" levels. The following employees may be subject to random testing for substance abuse at any time during working hours:

1. Employees whose job requires them to operate any city vehicle or use their own vehicle for city business.
2. Employees whose job requires them to operate machinery or heavy equipment.
3. Employees in public safety occupations such as police officer, firefighter, or emergency medical personnel.

Employees are prohibited from smoking, using e-cigarettes or vaping in places where smoking is banned, including City vehicles, child care facilities, state/government buildings and enclosed work spaces. The use of such products can lead to safety issues and is not consistent with the Florida Clean-Air Policy. Florida Law does provide employers the right of refusal to hire someone who is a smoker.

For employers of drug-free policies and programs, provides that "this section does not limit the ability of an employer to establish, continue, or enforce a drug-free workplace program or policy." Additionally, the statute expressly prohibits medical marijuana users from using medical marijuana at their place of employment without their employer's permission. Ref. Florida Statute §381.896.

Section 1211. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM. (Resolution 07.07: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)

- Policy. The government of the City of Madeira Beach exists to serve equally all people without regard to race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. The purpose of this Section is to express formally the policy of the City. The City has established and will maintain an Equal Employment Opportunity/ Affirmative Action Plan to provide Equal Employment Opportunities to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

The City will take Affirmative Action to ensure all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

The City prohibits the harassment of any employee or job applicant on the basis of their protected class status.

The City will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

The City will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of the City or subcontractors to the City who do not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and local- governing bodies or agencies thereof, will be subject to appropriate legal sanctions.

The City Manager or his designee will serve as the EEO Personnel to manage the Equal Employment Opportunity Program. The responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, an appeal may be made to the designated EEO Personnel pursuant to the Internal EEO complaint Procedures. Notice of this policy and the designation of the EEO Personnel will be posted on the City Hall break-room bulletin board, and in a prominent place within each department.

Discrimination Complaints. Internal Complaint procedures have been established and will be maintained under the City's Equal Employment Opportunity/Affirmative Action Plan. An applicant or employee who feels they have been discriminated against may file a written complaint with the designated EEO Personnel. If complaint concerns the EEO Personnel, submit a written complaint to the City Manager or Human Resources Coordinator in accordance with the procedures. Alleged discrimination complaints must be filed within the appropriate guidelines for Equal Employment (EEO) or the Florida Commission on Human Relations (FCHR). Written complaint shall address:

- a) The complainant's name, address and phone number;
- b) The name of the employee(s) alleged to have committed the violation;
- c) The basis for the complaint (i.e., race, color, sex, sexual orientation, age, religion, national origin, handicap or any other reason prohibited by law);
- d) Date(s), location and circumstances surrounding the alleged act of discrimination, including names and addresses of any witness;
- e) Signature of the complainant.

Section 1212. DONATION OF SICK OR ANNUAL LEAVE. (Resolution 07.06: 02/27/2007; Resolution 99.23: 10/19/99; Ordinance 2019-13: 08/13/19)

- a) Policy. The City of Madeira Beach recognizes an employee, subjected to a long-term, non-work related catastrophic illness or injury, may deplete all of his or her accrued sick and annual leave allowance, leaving the employee without any form of continued compensation.
- b) The City of Madeira Beach also recognizes that some City employees may wish to contribute a portion of their accrued, unused sick or annual leave to the affected employee suffering from a catastrophic illness.

* "Catastrophic illness or injury" is defined as being one which is unanticipated, non-job-related, not self-inflicted, and life threatening. Catastrophic illness or injury does not include short-term ailments such as flu, colds, virus, or doctor or dentist appointments.

- c) Eligibility. All full-time employees who have completed at least one year of service with the City of Madeira Beach.

- d) **Procedure.** The affected employee must have exhausted their own sick and annual leave before filing the necessary forms for benefits with the City Manager.

The Human Resource Personnel may request additional medical information during the benefit period. All donation requests must be approved by the City Manager, who shall have final authority in considering, approving or disapproving a request for donations.

Maximum donation period will be 90 calendar days at which time long-term disability will take effect. While receiving donated leave, the receiving employee shall not accrue sick or vacation leave. A paid holiday occurring during an approved benefit period will be paid as a sick day. In the event an employee does not utilize all donated leave, the remaining hours shall be pro-rated and returned to donating employees.

Donated leave shall be deemed used (spent) leave, removed from the donating employee's accrued leave account and is not refundable, unless as provided for in this section. Minimum donation is eight (8) hours. Maximum donation is twenty-four (24) hours. Donations are not converted based upon hourly wages, rather transferred "hour for hour".

Section 1213. THE PINELLAS COUNTY SCHOOL PARTNERSHIP. (Resolution 07.06: 02/27/2007; Resolution 99.23: 10/19/1999)

- a) **Policy.** The City of Madeira Beach, Florida desires to support our local elementary and middle school by means of encouraging staff to volunteer time as a Mentor or Tutor to children in need as determined by the participating school. Each volunteering staff member must be willing to make a commitment of one-half hour per week or one hour every two weeks to the program approved time with pay up to a maximum of two (2) hours per month. At no time will the Partnership Program take priority over the City's needs and responsibilities.
- b) **Procedure.** Each employee who is interested in participating in this program must receive approval from their respective supervisor/department head. All requests are subject to final approval from the City Manager.

The employee selects whether to participate as a MENTOR or TUTOR at Madeira Beach Fundamental K-8 School. Mentors work with discouraged students. The major task is to motivate the student to stay in school. Through tutoring, setting short-term goals and serving as a role model, volunteers can provide encouragement and friendship to a student who needs to build self-esteem. New school mentors are required to attend a Pinellas County Schools mentor workshop.

A tutor may work one-on-one with a student or with small group of students who need remedial help in academic subjects to reinforce basic skills. Placements are made with students from kindergarten through middle school.

Section 1214. E-MAIL. (Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000; Ordinance 2091-13: 08/13/19)

The E-mail system is to be used for business purposes to facilitate intra and inter-City transmittal of business related information.

All employees waive any right to privacy in e-mail messages, voicemail and text messages and consent to the access and disclosure these messages by authorized City employees. The City reserves the right to access and disclose the contents of any and all referenced messages.

Individuals shall not use discriminatory or otherwise offensive comments, vulgarities, obscenities, jokes, sarcasm or exaggeration in their e-mail messages. The use of such language is a ground for disciplinary action up to and including termination. Nor shall the e-mail system be used to solicit commercial ventures, religious or political causes, outside organizations or other personal matters unrelated to the job.

Email messages should be transmitted only to those individuals who have a business need to receive them. Distribution lists should be constructed and used carefully. Employees may make a public records request to gain access to another employee's personnel file of e-mail messages. Management, however, reserves the right to enter an employee's e-mail files at any time.

SOCIAL MEDIA POLICY

The information that employees post or publish may be public information for a long time. Employees should be aware that the City may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is inappropriate including commentary, content or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Employees are not to publish, post or release any information that is considered confidential or not public. The social media should be understood to refer to blogs, wikis, micro-blogs, message boards, chat rooms, electronic newsletter, online forums, social networking sites, and other site and services that permit users to share information with others in a contemporaneous manner. When using City computer systems the use of social media for business purposes is allowed but personal use of social media networks or personal use is discouraged and could result in disciplinary action. Subject to applicable law, after-hours online activity that violates the Cities Code of Conduct or any other company policy may subject to disciplinary action or termination.

CITY CELL PHONE POLICY

When job or business needs demand immediate access to an employee, the company may issue a business cellphone to an employee for work-related communications. Employees in possession of company equipment such as cell phones or other electronic devices are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the phone for return or inspection.

This policy outlines the use of cell phones at work; email and texting for official business are subject to public information laws. Florida has moved to include records of these electronic communications as items subject to request under local Sunshine Laws. This policy applies to personal use of business and/or personal cell phones and the safe use of cell phones by employees.

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone or other electronic device for business use are expected to refrain from using their phone or other electronic device while driving; use of a cell phone or other electronic device is not required by the company for most employees. Safety must come before all other concerns. An employee who uses a City supplied vehicle is prohibited from using a cell phone, hands on or hands off, or similar device while driving, whether the business conducted is personal or company-related. Therefore, you are required to stop your vehicle in a safe location so that you can safely use your cell phone or similar device if you need to make or respond to a phone call. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Section 1215. VIOLENCE IN THE WORKPLACE. (Resolution 08.14: 10/28/2008)

The City of Madeira Beach clearly denounces and will not tolerate violence or any form of physical harassment and endangerment. No employee or visitor (with exception of sworn law enforcement officers) shall bring any weapon into any City facility, including but not limited to City Hall, Recreation, Marina, Public Works, out of doors work areas, etc.

The City of Madeira Beach exercises an Early Intervention and Low Tolerance philosophy towards threats and weapons of any kind. Employees shall report any threats of violence they anticipate, observe, or experience.

DEFINITIONS OF WORKPLACE VIOLENCE:

Aggression. A forceful act or pattern of actions usually intended to intimidate, dominate or master another individual or situation. The intent to hurt or gain advantage over another without resorting to physical injury. Also included are hostile actions and behaviors.

Assault. A violent attack, either physical or verbal.

Harassment. The act of creating a hostile work environment through unwelcome words, actions or physical contacts, but not resulting in physical harm. Persistent and inappropriate attention and annoyance which may inflict worry or other mental tribulation.

Physical Attack. Aggression resulting in a physical battery with or without the use of a weapon of any type. Setting upon someone or something with violent force.

Threat. Any words or actions involving or implying the intent to inflict harm or injury on oneself or any other person or damage to any property. An indication of impending danger, harm or menace.

Weapon. For purposes of this policy, any device intended for use in an offensive manner is considered a weapon. For example, a pistol, knife, rifle, black jack, brass knuckles, etc. Pepper spray or any type of defensive gas, MACE, or noisemaker is not considered a weapon.

Workplace Violence. Any physical assault, threatening behavior or verbal abuse occurring in any work setting. It includes, but is not limited to beatings, stabbing, suicides, shootings, and rapes, near suicides, psychological traumas such as threats, obscene phone calls, an intimidating presence and harassment of any nature such as being followed, sworn or shouted at.

Violent Acts in the Workplace. There are many acts that can be considered violent or predictive of violence. These include, but are not limited to:

- Prejudice or harassment
- Threats of violence (bomb, hostage, etc.)
- Acts of sabotage
- Destruction of property
- Violent confrontations
- Armed robberies
- Stalking
- Unauthorized carrying of a concealed weapon
- Work-related assaults or battery
- Random violence and un-precipitated attacks, i.e. shooting sprees, etc.

The City of Madeira Beach works diligently to provide safe, pleasant and professional working environments. However, perceptions of certain activities and situations may lead to violence. Some of these situations may involve:

- Motivation by intimidation or coercion
- Polarization between employees and management
- Chronic communication problems
- Inconsistency in policy and decision-making
- Discouragement of creativity and new ideas
- Continuous time pressures
- Reactive vs. proactive planning and decision-making

Even the perception of these types of activities and situations may lead to violence. This may be acted out in two ways: verbal (i.e. profanity, psychological threat) and/or physical (i.e. assault or physical attack).

As a public service organization, the City is subjected to continual exposure to the public and frequently must communicate with and serve hostile individuals. Therefore, it is paramount that we ensure both internal and external consistency in terms of proactive safety and anti-violence measures. Due to the enforcement nature of many of the City’s activities, certain departments and employees may be more likely than others to be exposed to or observe violent, threatening behaviors and actions.

WHAT, WHEN & HOW TO REPORT: If any employee or person associated with the City of Madeira Beach feels a genuine threat has been made against them (or their family); it should immediately be made known to their supervisor or the City Manager. Serious accusations and threats shall be treated with appropriate attention and confidentiality.

That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same affect this Ordinance.

That this Ordinance shall take effect in the manner as provided by law.

PASSED ON FIRST READING at a meeting of the Board of Commissioners of the City of Madeira Beach, Florida, held on the 9th day of July, 2019.

ADOPTED ON SECOND READING AND PUBLIC HEARING this 13th day of August, 2019.

Ayes (5), Nays (0), Absent (0), Abstain (0)

Maggi Black

Maggi Black, Mayor

8/22/19

Date

ATTEST:

Clara VanBlargan
Clara VanBlargan, City Clerk

8/22/2019
Date

28889

Tampa Bay Times

Published Daily

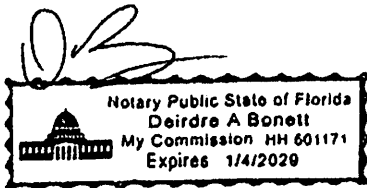
STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDS 2025-01, 02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public _____
Personally known X or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances the City of Madeira Beach City Charter, and Florida Statute §106.011(1)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held at the Friends Sports Commission Chambers located at 300 Atlantic Drive, Madeira Beach, FL 33709. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 6 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V, (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2 JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAMING THE C-1 TOURIST COMMERCIAL ZONING TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6 (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2 JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A - FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY MALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection at the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gormez at 727-560-2014 or email rgormez@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10, and 2025-11, please contact Community Development Director Jerry Rowan at 727-604-0178 or email jrowan@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: www.madeirabeachfl.gov/city-clerk/meetings.html

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at the meeting will need a record of the proceedings, and for each purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate at the meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at (727) 331-0951 Ext. 231 or email clerk@madeirabeachfl.gov.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, § 5.7(D) of the City Charter provides that the Board of Commissioners may provide for the duties and powers of the Civil Service Commission by ordinance; and

WHEREAS, such provisions, currently set forth in Division 4 of Article III of Chapter 2 of the City Code (Code § 2-126 *et seq.*) have been reviewed by the Civil Service Commission, City Manager and City Attorney’s Office at the request of the Board of Commissioners, and will require revisions in light of the new personnel policies to be adopted by Ordinance 2025-01; and

WHEREAS, the Board of Commissioners, having received the recommendation of its Civil Service Commission and the City Manager, and upon having received relevant advice from the City Attorney’s Office, and after having conducted a public hearing allowing citizens to provide input, finds that it is in the best interests of the City to revise the provisions of Division 4 of Article III of Chapter 2 of the Code of Ordinances of the City of Madeira Beach.

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of City of Madeira Beach, Florida, that:

Section 1. Division 4 (Civil Service Commission) of Article III (Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach is hereby amended to read as follows:

DIVISION 4. - CIVIL SERVICE COMMISSION

Sec. 2-126. — Intent; appellate jurisdiction.

- (a) The intent of this division is to provide for the scope of authority of the civil service commission and to establish procedural and organizational rules related to its exercise of that authority~~create a civil service commission in order to review, prepare, and recommend rules for the city's personnel policies and procedures with regard to classified employees.~~
- (b) The civil service commission shall preside over appeals of orders of the hearing officer related to disciplinary terminations of regular, non-probationary~~hear grievance for~~ classified employees, but shall not consider appeals of disciplinary terminations of employees who are classified as at-will, or who are otherwise made ineligible by the city's

~~adopted personnel policy to file such appeals who believe they have a grievance arising from their employment and render recommendations as provided in the Charter § 6.6C.6. In performing this role, the jurisdiction of the civil service commission is to review recommended orders of the hearing officer and to interpret the city's personnel policy and any other relevant city policies, and to ultimately find if the city had legal just cause to terminate the employee. In reaching its decision, the civil service commission sits in an appellate advisory capacity. The civil service commission does not have jurisdiction over, and may not rule upon, or make findings about, any allegations of a violation of a county, state or federal law. Employees seeking to assert such violations should do so by way of the appropriate statutory procedures in a court of competent jurisdiction.~~

~~(e) The civil service commission members also recommend cost of living increases and employee pay adjustments to the board of commissioners for consideration.~~

Sec. 2-127. Appointment and membership ~~Organization.~~

(a) ~~In addition to any charter provisions concerning the appointment and membership of t~~The civil service commission, ~~unless doing so would result in the inability to have a fully-appointed commission, t-membership and appointment shall be as provided in Charter § 6.6B.~~ The term of each person appointed to the commission shall be staggered so that not more than two terms expire within any one year. Any civil service commission member may be reappointed by the board of commissioners. Appointments to fill vacancies shall be for the unexpired term of office.

(b) Members of the civil service commission shall be residents of the city at the time of their appointment and throughout the term of office. Any member who is no longer a resident of the city shall be automatically removed, and that vacancy filled as provided in this division.

(c) Members of the civil service commission ~~may be shall be suspended or removed for cause upon the filing of written charges by the mayor. The written charges shall be served by hand delivery or certified mail upon the member being charged. The member being charged shall have 15 days to appeal the charges to the board of commissioners. If the charges are appealed, the member of the civil service commission being charged shall be afforded a prompt public hearing on the matter. The member shall be~~ retained, suspended or be removed by majority vote of the board of commissioners.

~~(d) The failure of any member of the civil service commission to attend two of three successive meetings without cause and without prior approval of the commission chairman shall result in, the member's seat shall becoming vacant and the city clerk, serving as ex officio secretary to the civil service commission, shall report then declare the member's seat vacant to and the board of commissioners, which shall promptly fill such vacancy. The failure of any individual civil service commission member to attend four meetings of the civil service commission in any contiguous 12-month period shall be cause for removal.~~

(d)

- (e) Appointments shall be made, consistent with the Charter on the basis of demonstrated experience or interest in the subject matter.
- (f) The members of the civil service commission shall, in ~~October~~ ~~November~~ of each year or as soon thereafter as possible, elect a chair~~man~~ and a vice-chair~~man~~ from among its members who shall be voting members. The chair, and in his or her absence the vice-chair, shall preside over meetings and hearings and shall, subject to the will of the entire commission, make rulings on points of order and procedure, and in quasi-judicial hearings shall rule on motions and objections.
- (g) Members of the civil service commission shall schedule in advance quarterly meetings. However, if the chair, in consultation with the city manager, determines that there are no agenda items requiring a scheduled meeting, the chair is authorized to cancel the scheduled meeting, and to instruct the city clerk, acting as ex officio secretary, to notify the members of the cancellation. In addition to its scheduled quarterly meetings, the civil service commission shall promptly schedule hearings on employee post-termination appeals. and when grievances are filed. Any other unscheduled meetings may be requested by the city manager or his or her designee to discuss personnel matters which cannot wait until the next regularly-scheduled meeting will be at the behest of staff, in collaboration with the chair of the civil service board. In addition to the foregoing:
- (1) The city manager shall coordinate with the civil service commission chair~~person~~ and the human resources coordinator to choose and set meeting dates and time before a meeting is noticed; and
 - (2) Pursuant to the city charter, the city clerk shall serve as the civil service commission's ex officio secretary. In that role, the city clerk shall ensure board meetings are noticed and minutes are recorded and maintained so as to ensure compliance with the state's sunshine law. The city clerk shall also provide civil service members with electronic copies of agenda materials, and keep and maintain the official records of the commission. The city clerk shall also serve as the hearing clerk for any quasi-judicial post-termination appeal hearings and in that role shall keep the official record of the hearing, including all exhibits admitted or proffered into evidence.
 - (2)(3) The city manager and the chairperson of the civil service commission shall coordinate and agree on all agenda items prior to the civil service commission meetings, except that the civil service commission cannot refuse to promptly set for hearing a timely-filed post-termination appeal of a hearing officer's recommended order.
 - (4) Human resources staff or such other staff as may be designated by the city manager's designee shall serve as staff person(s) for the civil service commission and shall attend all meetings of the civil service commission~~board~~. In this role, the assigned staff person(s) shall assist the civil service commission by providing it with information, reports, historical data, surveys, or such other information or materials as the civil service commission may reasonably request to assist it in performing its duties of

advising on possible policy changes, providing advice and recommendations on policy implementation, and making recommendations related to compensation and classification plans, to the extent these matters are within the scope of the civil service commission's duties as set forth in the city charter.

~~(3)(5)~~ The city attorney shall be the primary legal advisor to the civil service commission on all matters of municipal law. However, in the event the civil service commission may require specialized labor or employment counsel of a nature the city attorney is not able to provide, the city may, within established budgets, provide additional specialized counsel, or an employment lawyer for the city may attend civil service commission meetings as may be necessary or desired.

~~(4)(6)~~ Notwithstanding the foregoing, if, in the sole judgment of the city manager, the nature and complexity of the appeal requires an assistant city attorney to assist the disciplining director in the prosecution of the appeal hearing by presenting arguments and evidence and calling and questioning witnesses, the city attorney shall ensure such attorney is assigned to that role. In no circumstances may the attorney assigned to be the civil service commission's neutral legal advisor also serve as the attorney presenting the disciplining director's case and making argument before the commission.

~~(5)(7)~~ As set forth in the Charter, the civil service commission is an advisory board that makes non-binding advisory recommendations to the city manager. In its quasi-judicial role hearing post-termination appeals from recommended orders of the hearing officer, the civil service commission will issue a written order. The written order may be rendered by the civil service commission immediately upon the conclusion of a hearing or, if adequate time is required to draft a suitable order, may be rendered at a subsequent meeting to occur in a reasonable time after the conclusion of the hearing.

(h) Civil service commission members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by board of commissioners or as otherwise provided by law.

Sec. 2-128. -- Procedural matters ~~Conduct a meeting/hearing.~~

(a) The city clerk, serving as ex officio secretary to the civil service commission, shall ensure all notices of Notification. When and at such time a meeting is scheduled the city administration shall post a notice of the time and place when the civil service commission are posted in a manner compliant with the state's sunshine law shall meet and the topics on their agenda.

(b) Meetings and /public hearings. At all regular meetings the hearing of the civil service commission, the chair shall afford any interested person the ability to address the commission on any matter to be voted upon by the commission prior to the vote being taken may be heard upon the subject matter. In addition, the civil service commission may, in its adopted rules of procedure, afford time on its agenda for any city employee or citizen

to address the commission on any matter within the commission’s duties and responsibilities. However, when the civil service commission is sitting in its quasi-judicial capacity during post-termination appeal hearings, it shall not afford such opportunity for comments, but rather shall only base its order on the documents and testimony admitted into evidence during the hearing officer hearing, the transcript of the testimony of the hearing officer hearing (if provided by a party), and any arguments the parties or their attorneys may make.

(c) Recommendations. The civil service commission, by majority vote, may make~~shall conclude~~ recommendations to the city on any matter within the scope of its jurisdiction. Such recommendations may take the form of motions recorded in the minutes, adoption of a written report, or for quasi-judicial appeals, adoption of a written order.

(d) Written records. Minutes shall be kept of all meetings and hearings by the civil service commission, and all hearings shall be open to the public. Pursuant to the city charter, the city clerk shall serve as the ex officio secretary of the civil service commission, and shall perform the duties associated with that role, as set forth in the city code, including the maintenance of the commission’s official record. The board of commissioners shall provide clerical and administrative personnel as may be reasonably required by the civil service commission for the proper performance of its duties. ~~The official~~written record shall include the vote of each member of the civil service commission upon each question, or if absent or failing to vote, indicating such fact. The minutes of all proceedings, decisions and/or recommendations of the civil service commission shall be made public record on file in the office of the city clerk.

~~(d)~~(e) The civil service commission may adopt such procedural rules to regulate the conduct of its meetings as may be deemed to be necessary and desirable. In developing such rules, the civil service commission shall consult with its legal counsel to ensure it complies with the state’s sunshine and records laws and, to the extent that they will govern the commission’s quasi-judicial post-termination hearings, to ensure they comply with applicable due process standards. Notwithstanding the foregoing, the civil service commission’s procedural rules may not place any specific duty or assignment upon any city official or employee, and may not be inconsistent with any provision of the city charter or code, or state law.

Sec. 2-129. — Non-appellate pPowers and duties.

(a) The civil service commission, in consultation with the city manager, is charged with the on-going development of the city’s classification and pay plans. This includes periodic studies relating to equitable classification categories and pay ranges. shall have the power to establish rules and regulations for its own operation not inconsistent with the provisions of this Code.

(b) The civil service commission, working with the city manager and relevant human resources staff, will periodically examine, by use of staff, consultants and such other resources available, market conditions and comparative wage data for relevant public

and private sector employers, and based upon the results of this examination, will make a written recommendation to the city manager concerning wage adjustments.

(c) The civil service commission, working with the city manager and relevant human resources staff, is charged with developing recommended classifications and pay plans (subject to budgets approved by the board of commissioners) as the city's business needs and operating experience dictate.

(d) The civil service commission, working with the city manager and relevant human resources staff, is further charged with reviewing job descriptions, policies and procedures, and such other duties as are set forth in the city charter.

(e) The civil service commission may submit an annual report to the board of commissioners outlining its work for the year, its goals for the coming year, and making any recommendations to the board of commissioners as it may determine are necessary.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY
OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.**

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

28889

Tampa Bay Times

Published Daily

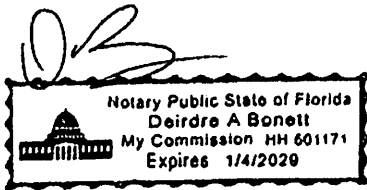
STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDS 2025-01, 02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public _____
Personally known X or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances the City of Madeira Beach City Charter, and Florida Statute §106.011(1)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held at the Friends Sports Commission Chambers located at 300 Atlantic Drive, Madeira Beach, FL 33705. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 6 (POST TERMINATION HEARINGS, HEARING OFFICER) TO ARTICLE 4 OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V, (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAMING THE C-1 TOURIST COMMERCIAL ZONING TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER, ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6 (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A.- FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY MALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection at the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gormez at 727-560-2014 or email rgormez@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10, and 2025-11, please contact Community Development Director Jerry Rowan at 727-604-0178 or email jrowan@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: www.madeirabeachfl.gov/city-clerk/meetings.html

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at the meeting will need a record of the proceedings, and for each purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate at the meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at 727-331-8951 Ext. 231 or 232 or email clerk@madeirabeachfl.gov.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, § 5.7(C) of the City Charter provides that the Madeira Beach Civil Service Commission is responsible for the preparation of the City’s personnel rules, and that once such proposed rules are concurred with by the City Manager, the same shall be proposed to the Board of Commissioners for consideration, and who may by ordinance adopt them with or without amendment; and

WHEREAS, the Board of Commissioners and the Civil Service Commission conducted a joint meeting on October 25, 2023, at which time the Board of Commissioners provided policy direction related to how termination appeals should be conducted and the limited appeal rights of at will employees; and

WHEREAS, the Board of Commissioners, having received the recommendation of its Civil Service Commission and the City Manager, and upon having received relevant advice from the City Attorney’s Office, and after having conducted a public hearing allowing citizens to provide input, finds that it is in the best interests of the City to adopt a provision for post termination hearings, the limited appeal rights of at will employees, and the appointment and related duties of a hearing officer.

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of City of Madeira Beach, Florida, that:

Section 1. Division 5 (Post Termination Hearings; Hearing Officer) of Article III (Boards, Committees, Commissions) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach is hereby created to read as follows:

DIVISION 5. – POST TERMINATION HEARINGS; HEARING OFFICER

Sec. 2-130. – Right to seek review of terminations for cause.

(a) As further provided for in the city’s adopted personnel policies, employees, other than those designated as part-time, temporary, probationary, or at-will, shall have the right to seek review of disciplinary terminations in accordance with this article and the personnel policies.

- (b) City employment positions designated as serving at the will of the city manager may be terminated for any or no reason and are therefore not entitled to seek review of termination from city employment. However, to afford at-will employees an opportunity to succeed under a new city manager, a newly-appointed city manager may not terminate any at-will employee for no reason prior to six months from the date the new city manager assumes her or his position. If a newly-appointed city manager terminates an at-will employee during the first six months of her or his tenure as city manager, the city manager must find, in writing, that the at-will employee committed serious misconduct or was significantly incompetent in the performance of her or his duties.
- (c) Notwithstanding the foregoing, nothing in this section shall preclude any employee from pursuing any claims related to the termination of her or his employment, as may be provided for in state or federal law.

Sec. 2-131. – Hearing officer to be appointed.

- (a) There shall be one or more hearing officers contractually appointed by the board of commissioners to provide hearing officer services under this division. Hearing officers shall possess the experience and qualifications necessary to preside over quasi-judicial proceedings and to understand and rule upon questions of for cause public employment termination cases. As a supplement or alternative to locally-contracted hearing officers, the board of commissioners may also contract with the state division of administrative hearings (where allowed by statute) to provide hearing officer services. The city manager shall not participate in any manner in the establishment of credentials for hearing officers, screening hearing officer candidates, or removing hearing officers from service.
- (b) The city attorney shall assist the board of commissioners in identifying qualified hearing officers and in developing appropriate services contracts with such persons under such terms and conditions as the board of commissioners agrees to approve.
- (c) Hearing officers shall conduct their hearings in a professional and neutral manner. With respect to issues of alleged conflicts and motions for recusal, hearing officers shall be governed by the same standards as the state’s judicial officers.

Sec. 2-132. – Termination appeals to be heard by hearing officer; scope of review.

- (a) A hearing officer appointed pursuant to this division shall hear appeals of disciplinary terminations. Where multiple hearing officers have been secured, the city clerk shall endeavor to assign cases on a rotational basis so that, on average and over time, all hearing officers obtain roughly the same opportunities to preside over appeals.
- (b) The hearing officer may, based upon the findings of fact and conclusion of law as to the just cause question, recommend reinstatement, reinstatement but with some lesser form of discipline, or may recommend that the termination be upheld.
- (c) The jurisdiction of the hearing officer shall be confined to the question of whether, based on the facts and evidence introduced at the hearing, an appealing city employee was

terminated for just cause. The hearing officer does not have jurisdiction to rule upon alleged violations of state or federal law, alleged violations of the state or federal constitution, or to base a ruling on common law theories founded in contract or equity. Employees wishing to raise such issues may do so through the filing of an action in a court of competent jurisdiction.

(d) The hearing officer shall transmit her or his order to the city clerk, who shall promptly and simultaneously transmit a copy to the appealing employee, the city manager, and the city attorney. Where possible, such transmittals shall be by email attachment.

Sec. 2-133. – Conduct of the hearing.

(a) The hearing officer shall have the power to administer oaths, issue subpoenas, compel the production of books, papers and other documents, to rule upon pre-hearing motions, to control the hearing room, and to receive evidence.

(b) The hearing officer shall conduct the hearing in accordance with the hearing officer's procedure manual promulgated by the city attorney.

(c) The employee may represent her or himself or may be represented by a licensed attorney. To ensure compliance with Florida Statutes § 454.23 (providing that it is a felony for a person not an attorney to practice law), and to ensure the city is not a party to facilitating the unauthorized practice of law, the employee may not be represented by any person not a licensed attorney.

(d) While the employee is the appellant in the proceeding, the city manager shall have the burden of proof as to the question of whether there was factual and legal just cause for the termination.

(e) Either party (the city or the appellant) is entitled but not required to secure the services of a court reporter to make a record of the proceedings. If an appeal of the hearing officer's order to the civil service commission is requested, either party is entitled to request that the civil service commission not schedule its hearing until a transcript of the testimony has been obtained from the court reporter and filed with the city clerk as part of the record. The party ordering the transcript will be obligated to pay for the transcript.

Sec. 2-134. – Review by civil service commission.

(a) An employee who had invoked the right to present an appeal to the hearing officer may, within ten (10) business days of the date of the hearing officer's order being transmitted to the employee by the city clerk, seek a review of the order by the civil service commission. Such review shall be as provided for in this article.

(b) If an employee fails to appeal a disciplinary termination to the hearing officer, or to then further appeal to the civil service commission, then the employee shall be deemed to have waived the right to assert that she or he was not terminated for just cause.

- (c) The city manager has the right to seek a review of a hearing officer's order by the civil service commission. The city manager must submit her or his review request to the civil service commission's clerk within ten (10) business days of the date of the hearing officer's order being transmitted to the city manager by the city clerk.
- (d) The civil service commission's disposition of an appeal under this section shall be by a written order incorporating the hearing officer's findings of fact and making appropriate conclusions with respect to the question of just cause. In its order the civil service commission may reject or modify the conclusions of law and interpretations of administrative rules contained in the proposed order of the hearing officer, but may not reject or modify the findings of fact unless the civil service commission determines from a review of the complete record and states with particularity that the findings of fact were not based upon competent substantial evidence, or that the proceedings upon which the findings were based did not comply with the essential requirements of law. The language of this subsection shall not be construed to grant or otherwise permit the civil service commission to reopen any evidentiary hearing or to commence taking or retaking any evidence or testimony.
- (e) The written order may be adopted at the civil service commission's hearing or may be drafted and signed by the chair subsequent to the hearing. A copy of the civil service commission's order shall promptly and simultaneously be transmitted by the city clerk to the appealing employee, the city manager, the city attorney, and the board of commissioners. Where possible, such transmittals shall be by email attachment.
- (f) Once the city manager receives a copy of the hearing officer's order which has not further been appealed to the civil service commission, or once the city manager receives a copy of an order of the civil service commission, the city manager shall proceed in the manner set forth in the city's personnel policies. The civil service commission's order shall be considered a final quasi-judicial order for all appellate purposes.

Sec. 2-135. – Authority to enter alternative agreements.

- (a) The city manager shall have the authority to enter last chance agreements with employees in lieu of termination, under such terms and conditions as the city manager may determine are in the city's best interest. Such agreements shall be developed with the assistance of the city attorney and shall provide, at a minimum, that an employee's violation of its terms and conditions shall result in immediate termination and a waiver of any right to appeal under this division.
- (b) The city manager shall have the authority to enter voluntarily separation agreements with employees under such terms and conditions as the city manager may determine are in the city's best interest. Such agreements shall be developed with the assistance of the city attorney and shall provide, at a minimum, for the payment of some additional consideration to the separating employee and for a waiver in favor of the city and its officers of all employment-related claims.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **stricken** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. This Ordinance shall take effect on January 5, 2025.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

28889

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDS 2025-01, 02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public _____
Personally known X or produced identification.
Type of identification produced _____

LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances the City of Madeira Beach City Charter, and Florida Statute §106.011(1)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held at the Friends Sports Commission Chambers located at 300 Atlantic Drive, Madeira Beach, FL 33705. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 6 (POST TERMINATION HEARINGS, HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V, (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2 JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAMING THE C-1 TOURIST COMMERCIAL ZONING TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER, ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6 (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2 JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A - FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY MALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection at the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gormez at 727-560-2014 or email rgormez@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10, and 2025-11, please contact Community Development Director Jerry Rowan at 727-604-0178 or email jrowan@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: www.madeirabeachfl.gov/city-clerk/meetings.html

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at the meeting will need a record of the proceedings, and for each purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate at the meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at 727-331-8951 Ext. 231 or 232 or email cityclerk@madeirabeachfl.gov.



Memorandum

Meeting Details: April 2, 2025 – Board of Commissioners Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2025-09: Districts, 2nd Reading and Public Hearing

Background

The John's Pass Village Activity Center was adopted for the Countywide Plan Map, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations. In 2024 the C-1 Tourist Commercial Zoning District was renamed the John's Pass Village Activity Center Zoning District (Ordinance 2024-10), the John's Pass Activity Center was then rezoned to C-1 Zoning District (Ordinance 2024-11), and Ordinance 2024-12 deleted the C-2 Zoning District.

Discussion

Section 110-151 Establishment of districts precludes the zoning districts in the Land Development Regulations. The section introduces the zoning districts in a table with the C-1 and C-2 zoning district names prior to the John's Pass Village Activity Center rezoning. Ordinance 2025-09 simply corrects the name of C-1 zoning district to John's Pass Village Activity Center and removes C-2 zoning district from the table.

Fiscal Impact

N/A

Recommendation(s)

Planning Commission and City Staff recommends the approval of Ordinance 2025-09: Districts.

Attachments/Corresponding Documents

- Ordinance 2025-09: Districts
- Ordinance 2025-09: Districts Business Impact Statement
- Forward Pinellas Review Letter

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach adopted Ordinance 2024-09 to establish the C-1, John's Pass Village Activity Center Zoning District; and

WHEREAS, the City of Madeira Beach adopted Ordinance 2024-12 which deleted the C-2, John's Pass Commercial Zoning District; and

WHEREAS, Section 110-151. Establishment of districts lists the zoning districts in Madeira Beach; and

WHEREAS, City staff has recommended revising Section 110-151 to reflect the changes made by Ordinances 2024-09 and 2024-12; and

WHEREAS, the recommended amendments to the Land Development Regulations was presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments; and

WHEREAS, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Section 110-151 of Chapter 110 (Zoning), Article V. (Districts) Division 1 (Generally) is hereby amended to read as follows:

Sec. 110-151. Establishment of districts.

For the purpose of protecting, promoting and improving the public health, safety, morals and general welfare of the community, the city is hereby divided into the following types of districts:

R-1	Single-Family Residential
R-2	Low Density Multifamily Residential
R-3	Medium Density Multifamily Residential
C-1	Tourist Commercial <u>John's Pass Village Activity Center</u>
C-2	John's Pass Marine Commercial
C-3	Retail Commercial
C-4	Marine Commercial
P-SP	Public-Semi Public
PD	Planned Development

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY
OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.**

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



February 18, 2025

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-09, 2025-10, and 2025-11)

Dear Jenny,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances, regarding the John's Pass Village Activity Center zoning district and restrictions on the sale of alcoholic beverages. The amendments are consistent with the Countywide Rules, with comments as follows:

- These ordinances address zoning district classifications, setback requirements for accessory structures, and restrictions on the sale of alcoholic beverages in various districts, aligning with the Countywide Rules and current planning practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Business Impact Estimate

Proposed ordinance’s title/reference:
Ordinance 2025-09: Districts

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2025-09: Districts amends Section 110-151 of the Madeira Beach Code of Ordinances to reference the C-1, John's Pass Village Activity Center Zoning District and to remove reference to the C-2, John's Pass Marine Commercial Zoning District.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There is no foreseeable direct economic impact of the proposed ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any):

Section 110-151 establishes the zoning district names.

28889

Tampa Bay Times

Published Daily

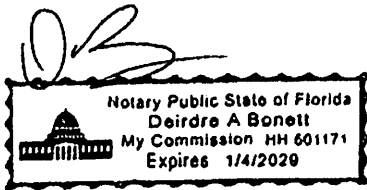
STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDS 2025-01, 02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public _____
Personally known X or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances the City of Madeira Beach City Clerk and Ferris Starnes §106.C11(1)(a)

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held at the Friends Sports Commission Chambers located at 300 Atlantic Drive, Madeira Beach, FL 33709. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 6 (POST TERMINATION HEARINGS, HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V, (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2 JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAMING THE C-1 TOURIST COMMERCIAL ZONING TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER, ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6 (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2 JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A.-FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY MALL AND REMOVE THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection at the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gormez at 727-560-2014 or email rgormez@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10, and 2025-11, please contact Community Development Director Jerry Rowan at 727-604-0178 or email jrowan@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: www.madeirabeachfl.gov/city-clerk/meetings.html

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In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate at the meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at 727-331-8951 Ext. 231 or email cityclerk@madeirabeachfl.gov.



Memorandum

Meeting Details: April 2, 2025 – Board of Commissioners Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2025-10: Accessory Structures, 2nd Reading and Public Hearing

Background

The John's Pass Village Activity Center was adopted for the Countywide Plan Map, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations. In 2024 the C-1 Tourist Commercial Zoning District was renamed the John's Pass Village Activity Center Zoning District (Ordinance 2024-10), the John's Pass Activity Center was then rezoned to C-1 Zoning District (Ordinance 2024-11), and Ordinance 2024-12 deleted the C-2 Zoning District.

Discussion

The accessory structures sections in the Code references all Zoning Districts. The John's Pass Village Activity Center previously consisted of the R-3, R-2, C-1, C-2, C-3, and C-4 zoning districts. Ordinance 2025-10 captures what was allowed for accessory structures in each district prior to the rezoning of John's Pass Village Activity Center, recategorizes allowed areas for accessory structures in each Character District, and makes some changes from what was previously allowed. Proposed changes are outlined below:

- Commercial Core and Traditional Village (previously zoned C-1 Tourist Commercial)
 - Previously: accessory structures may be in the side or rear yard. Proposed: accessory structures may only be in the rear yard.
 - Previously: required a 2.5 ft rear setback. Proposed: provides the same setbacks for the principal structure (10 ft rear and 0-10 ft side for Traditional Village and 20 ft rear and 0-10 ft side for Commercial Core)
- Boardwalk (previously zoned C-2 John's Pass Marine Commercial)
 - Exact same standards (Sec. 110-480)
- John's Pass Resort, Transitional (Gulf Side), and Low Intensity Mixed Use (previously zoned R-3 Medium Density Multifamily Residential)
 - *Lots not on water.* Previously: accessory structures may be in the side or rear yard with 5-foot side and 2-foot rear setback. Proposed: accessory structures may be in the side or rear yard with 5-foot rear and side setback.
 - *Lots on water.* Previously: accessory structures may be in the side or rear yards (except for carports) with same setbacks for the principal structure. Proposed: accessory structures must have the same setbacks for the principal structure.
- Transitional (Bay Side) (previously C-3 & C-4 with one small area as R-2)

- Previously: accessory structures may be in the side or rear yards with the same setback principal structure. Proposed: accessory structures must have the same setbacks for the principal structure.

Fiscal Impact

N/A

Recommendation(s)

Planning Commission and City Staff recommends the approval of Ordinance 2025-10: Accessory Structures.

Attachments/Corresponding Documents

- Ordinance 2025-10: Accessory Structures
- Ordinance 2025-10: Districts Business Impact Statement
- Forward Pinellas Review Letter

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY’S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN’S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN’S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2024-09 established the C-1, John’s Pass Village Activity Center Zoning District which includes Character Districts to further define permitted uses and unique development patterns in the John’s Pass Village Activity Center; and

WHEREAS, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 4. Accessory Structures does not reference the Character Districts in the C-1, John’s Pass Village Activity Center Zoning District; and

WHEREAS, Ordinance 2024-12 deleted the C-2, John’s Pass Commercial Zoning District; and

WHEREAS, City staff has recommended changes to the Land Development Regulations to reflect the changes made by Ordinances 2024-09 and 2024-12; and

WHEREAS, the recommended amendments to the Land Development Regulations were presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments; and

WHEREAS, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Section 110-479 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-479. C-1, ~~tourist commercial zones.~~ John's Pass Village Activity Center Zoning District.

Accessory structures in John's Pass Village Activity Center are regulated by Character District:

(1) Commercial Core and Traditional Village District

- a. Accessory structures may not be located in the front or side yard and must provide the same setback as required for the principal structure.

(2) Boardwalk District

- a. Accessory structures may not be located in front yard and must provide the same setback as required for the principal structure.

(3) John's Pass Resort, Transitional, and Low Intensity Mixed Use Districts

- a. Lots not on water. Accessory structures may not be located in the front yard and must provide a five-foot side and rear setback.
- b. Lots on water. Accessory structures must provide the same setbacks as are required for the principal structure.

~~Accessory structures may not be located in front yards in C-1, tourist commercial zones.~~

- ~~(1) Lots not on water. For lots not on water in C-1, tourist commercial zones, accessory structures may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a~~

~~minimum of two and one-half-foot setback must be provided to allow for vegetation control.~~

~~(2) Lots on water. Accessory structures on lots on water in C-1, tourist commercial zones must provide the same setbacks as are required for the principal structure.~~

Section 2. That Section 110-480 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-480. ~~C-2, John's Pass marine commercial zone.~~ Reserved.

~~Accessory structures may not be located in front yards in the C-2, John's Pass marine commercial zone. Accessory structures in the C-2, John's Pass marine commercial zone must provide the same side and rear setbacks as are required for the principal structure.~~

Section 3. That Section 110-485 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-485. Maximum size and quantity in C-1, ~~C-2,~~ C-3 and C-4 zones Zoning Districts.

The maximum size for an enclosed accessory structure is 8 feet wide by 12 feet long by ~~ten~~10 feet high. Properties may only have two enclosed and two open accessory structures. The total maximum size for all open accessory structures on the property is four percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet. Accessory structures for working waterfronts or marina uses, which are required by federal, or state regulations do not count towards the number of structures and may exceed the maximum size with documentation that the additional size is required to maintain compliance.

Section 4. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 5. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 6. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 7. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Sections 1, 2 and 3 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 8. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



February 18, 2025

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-09, 2025-10, and 2025-11)

Dear Jenny,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances, regarding the John's Pass Village Activity Center zoning district and restrictions on the sale of alcoholic beverages. The amendments are consistent with the Countywide Rules, with comments as follows:

- These ordinances address zoning district classifications, setback requirements for accessory structures, and restrictions on the sale of alcoholic beverages in various districts, aligning with the Countywide Rules and current planning practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Business Impact Estimate

Proposed ordinance’s title/reference:
Ordinance 2025-10: Accessory Structures

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2025-10: Accessory Structures amends the Madeira Beach Code of Ordinances to regulate accessory structures in the C-1 John's Pass Village Activity Center Zoning District and removes references to C-2, John's Pass Marine Commercial Zoning District.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No foreseen direct economic impact of the proposed ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any): *The requirements for accessory structures in the C-1 Zoning District will be regulated by character districts.*

28889

Tampa Bay Times

Published Daily

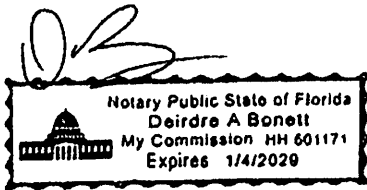
STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDS 2025-01, 02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public _____
Personally known X or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances the City of Madeira Beach City Charter, and Florida Statute §166.311(2)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held at the Friends Sports Commission Chambers located at 300 Atlantic Drive, Madeira Beach, FL 33705. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 6 (POST TERMINATION HEARINGS, HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V, (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2 JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAMING THE C-1 TOURIST COMMERCIAL ZONING TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER, ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6 (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2 JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A - FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY MALL AND REMOVE THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection at the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gormez at 727-560-2014 or email rgormez@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10, and 2025-11, please contact Community Development Director Jerry Rowan at 727-604-0178 or email jrowan@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: www.madeirabeachfl.gov/city-clerk/meetings.aspx

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at the meeting will need a record of the proceedings, and for each purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate at the meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at 727-331-8951 Ext. 231 or 232 or email cityclerk@madeirabeachfl.gov.



Memorandum

Meeting Details: April 2, 2025 – Planning Commission Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2025-11: Alcoholic Beverages, 2nd Reading and Public Hearing

Background

The John's Pass Village Activity Center was adopted for the Countywide Plan Map, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations. In 2024 the C-1 Tourist Commercial Zoning District was renamed the John's Pass Village Activity Center Zoning District (Ordinance 2024-10), the John's Pass Activity Center was then rezoned to C-1 Zoning District (Ordinance 2024-11), and Ordinance 2024-12 deleted the C-2 Zoning District.

Discussion

The Alcoholic Beverages Division in the Land Development Regulations references all Zoning Districts. The John's Pass Village Activity Center area had a variety of zoning districts prior to rezoning to C-1. Ordinance 2025-11 memorializes the alcoholic beverage uses prior to the 2024 rezoning in each character district, includes PD zoning district, updates the city manager pronoun from strictly him, and classifies what is an alcoholic beverage expansion and site plan requirements.

Fiscal Impact

N/A

Recommendation(s)

Planning Commission and City Staff recommends the approval of Ordinance 2025-11.

Attachments/Corresponding Documents

- Ordinance 2025-11: Alcoholic Beverages
- Ordinance 2025-11: Alcoholic Beverages Business Impact Statement
- Forward Pinellas Review Letter

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY’S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN’S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN’S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2024-09 established the C-1, John’s Pass Village Activity Center Zoning District which includes Character Districts to further define permitted uses and unique development patterns in the John’s Pass Village Activity Center; and

WHEREAS, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 6. Alcoholic Beverages does not reference the Character Districts in the C-1, John’s Pass Village Activity Center Zoning District; and

WHEREAS, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 6. Alcoholic Beverages does not reference alcohol use regulations for properties zoned PD, Planned Development; and

WHEREAS, Ordinance 2024-12 deleted the C-2, John’s Pass Commercial Zoning District; and

WHEREAS, City staff has recommended revising Division 6 Alcoholic Beverages to reflect the changes made by Ordinances 2024-09 and 2024-12; and

WHEREAS, the recommended amendments to the Land Development Regulations was presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission has recommended approval of the proposed amendments; and

WHEREAS, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 110 (Zoning) Article VI. (Supplementary District Regulations) Division 6. (Alcoholic Beverages) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-526. Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage means the same as defined in Florida Statutes § 561.01 (~~2001~~2024).

Beer means the same as defined in Florida Statutes § 563.01 (~~2001~~2024).

Establishment means a building or other structure within which business is conducted on a regular basis.

Liquor means the same as defined in Florida Statutes § 565.01 (~~2001~~2024).

Sale of alcoholic beverages means both sale for the purpose of on the premises consumption and package sales unless the context clearly indicates otherwise.

Wine means the same as defined in Florida Statutes § 564.01 (~~2001~~2024).

Sec. 110-527. Classifications.

- (a) *Package store, beer and wine.* A package store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises.
- (b) *Retail store, beer and wine.* A retail store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises

and more than 50 percent of the establishment's gross sales are attributable to the sale of nonalcoholic items.

- (c) *Package store, beer, wine and liquor.* A package store, beer, wine and liquor, is an establishment where beer, wine and liquor are sold in sealed containers only for consumption off the premises.
- (d) *Restaurants.* A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.
- (e) *Bar.* A bar is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales.
- (f) *Club.* A club is an establishment which is a chartered club where beer, wine and liquor are sold or offered to members for consumption on the premises only and such beer, wine and liquor cannot be sold over the counter to nonclub members.
- (g) *Charter boats.* A charter boat is a vessel primarily engaged in the business of taking passengers for hire where beer, or beer and wine, or beer, wine and liquor are sold for consumption while the vessel is engaged in the transportation of passengers, and more than 50 percent of the business income is derived from the sale of nonalcoholic items or the transportation of passengers.

Sec. 110-528. Prohibition.

No premises shall be used, nor a use or occupancy permit issued for the sale of alcoholic beverages, for package sales, or for on the premises consumption, unless approved by the board of commissioners pursuant to the provisions of the land development regulations. All applications under the land development regulations shall be considered at a regular meeting of the board of commissioners.

Sec. 110-529. Conformity with city zoning code.

- (a) No application for permission to use premises for the sale of alcoholic beverages shall be granted unless the property which is subject to the application is within a zoning district under the city zoning code which permits such uses.
- (b) No application for permission to use vessels for the sale of alcoholic beverages shall be granted unless the property to which the boat is docked and from which it boards and unloads passengers is within a zoning district under the city zoning code which permits such use.

Sec. 110-530. Alcoholic beverage districts, restrictions and distance requirements.

- (a) *R-1 and R-2 Zoning dDistricts.* No premises shall be used, nor shall a use and occupancy permit be issued for the sale of alcoholic beverages in any district zoned R-1 or R-2 within the city.

(b) R-3 Zoning dDistrict. Only restaurant establishments shall be allowed as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.

(c) C-1, John's Pass Village Activity Center Zoning District.

(1) Classification permitted.

- i. Traditional Village, Boardwalk, Commercial Core, and the east side of Gulf Boulevard Transitional Character Districts: Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs are permitted.
- ii. John's Pass Resort, Low Intensity Mixed Use, and the west side of Gulf Boulevard Transitional Character Districts: Only restaurants, as defined in section 110-527, establishments shall be permitted.

(2) Distance requirements. Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 500 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Furthermore, the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.

(3) Measurement of distance. The distance set forth in subsection (c)(2) shall be a straight-line distance from the property line occupied by the enumerated uses in subsection (c)(2) and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(de) ~~C-1, C-2~~, C-3, and C-4 Zoning dDistricts.

(1) Classifications permitted. Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs shall be permitted in C-3 and C-4 Zoning Districts. ~~shall be permitted in any district zoned C-1, C-2, C-3 or C-4 within the city.~~

(2) Distance requirements. Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 5300 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Further the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.

(3) Measurement of distance. The distance set forth in subsection (d)(2) of this section shall be a straight-line distance from the property line occupied by the enumerated uses in subsection (d)(2) of this section and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(e) PD Zoning District

(1) Properties that are rezoned to the PD Zoning District have the same restrictions for alcoholic beverages as the zoning district prior to rezoning to PD Zoning District unless otherwise specified at the time of PD Zoning adoption.

Sec. 110-531. Application for zoning of lot for sale of alcoholic beverages.

Whenever any owner, lessee or tenant desires to have any lot, plot or tract of land zoned for the sale of alcoholic beverages, such a person shall complete and file their application form with the city manager or their his designee designate, which application shall contain the following:

- (1) The name and address of the applicant, and the owner's written approval if property ownership is other than the applicant. The name and address of the owner of the alcoholic beverage license, if any.
- (2) The legal description or survey of property describing the portion of the lot, plot or tract of land to be utilized for the sale of alcoholic beverages.
- (3) A site plan shall be submitted with the application which shall show the proposed building location, size and height, off-street parking facilities and ingress and egress from adjoining streets. The applicant shall also submit a frontal (street side) elevation or an architectural rendering or recent photograph of the main structure.
- (4) Applications for package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars, requires a signed certificate and drawing prepared by a state registered engineer or land surveyor depicting the location of an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, and youth recreation (community) centers within 500 feet. The drawing shall carry the following certification:

"This is to certify that all the measurements are in compliance with the provisions of this Code and are true and accurate portrayals of all actual distances."

~~This requirement shall also apply only to package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars.~~
- (5) The alcoholic beverage classification desired for the lot, plot or tract shall be one of the classifications set forth in section 110-527.
- (6) Payment of the non-refundable application fee listed in the fees and collection procedure manual.
- (7) At the time of application, the applicant shall address in writing the five factors enumerated in section 110-532.

Sec. 110-532. Consideration of alcoholic beverage application.

When considering the alcoholic beverage application, the board of commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
- (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
- (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
- (4) Whether or not the proposed use will adversely affect the public safety.
- (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

Sec. 110-533. Reconsideration of alcoholic beverage zoning.

- (a) A similar application for alcoholic beverage zoning denied by the board of commissioners shall not be resubmitted for reconsideration by the board of commissioners within 12 months of the date of the final action on the previous application unless the applicant demonstrates to the board of commissioners that substantial changes have occurred in the property or in the area adjacent to the subject site which would have a bearing on the consideration of the alcoholic beverage zoning of the site.
- (b) In the event any applicant shall desire reconsideration under subsection (a) of this section, the applicant shall submit ~~their~~ ~~his~~ application for such alcoholic beverage zoning to the city manager or ~~their designee~~ ~~his designate~~ in the usual manner and pay the application fee listed in the fees and collection procedure manual. If, in the judgment of the board of commissioners, substantial changes have occurred, the board of commissioners shall then set the application for public hearing. In the event of a negative finding by the board of commissioners, the application will not be heard.
- (c) An application for alcoholic beverage zoning of lesser intensity will not be deemed a similar application as stated in subsection (a) of this section and such application can be made at any time.

Sec. 110-534. Change of alcoholic beverage zoning.

- (a) Properties that are alcoholic beverage zoned cannot change the alcoholic beverage classification to a license providing greater intensity nor provide a change in the nature or use of the property to a different alcoholic zoning classification, nor enlarge the area for the sale of alcoholic beverages without filing a new petition for alcoholic beverage zoning with the board of commissioners in accordance with the requirements contained in this division.

- (b) The city manager or ~~their~~ ~~his~~ designee may approve, approve with conditions, or deny alcoholic beverage zoned classification that provides for an alcoholic beverage license of lesser intensity or a reduction in the area used for the sale of alcoholic beverages; when the business establishment already holds an alcoholic beverage license approved by the board of commissioners. The city manager or ~~their~~ ~~his~~ designee shall consider the following factors in the decision:
 - (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
 - (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
 - (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
 - (4) Whether or not the proposed use will adversely affect the public safety.
 - (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

If the requesting party is in disagreement with the decision reached by the city manager or ~~their~~ ~~his~~ designee, an appeal to the board of commissioners is available; and ~~the~~ board of commissioners' decision shall be binding.

Sec. 110-535. Expansion of alcoholic beverage zoning.

Properties that are alcoholic beverage zoned cannot be expanded more than ten percent over the original approved square footage ~~or approved seating count, whichever is more~~ ~~without restrictive without~~ filing a new petition for alcoholic beverage zoning in accordance with the requirements contained in this division. An applicant applying for an expansion that does not require a new petition for alcoholic beverage zoning shall provide a revised site plan showing the expansion. The site plan shall show that the expansion meets all applicable sections of the Madeira Beach Code of Ordinances.

Sec. 110-536. Existing wet zone of properties.

Properties on which the sale of intoxicating beverages ~~are~~ ~~is~~ permitted under any ordinance of the city existing on the effective date of the ordinance from which the land development regulations derived, and which become nonconforming uses by the Code shall be subject to the provisions of the land development regulations pertaining to nonconforming uses.

Sec. 110-537. Revocation of alcoholic beverage zoning.

Any alcoholic beverage zoning may be revoked by the board of commissioners upon finding a violation of the land development regulations, loss of state license, or the failure to conduct the sale of alcoholic beverages for any six-month period as demonstrated by not having a valid city occupational license for such use during this ~~6-~~month period. Any

such action shall only be taken after conducting a hearing in the same manner as for the original application. In addition, affected property owners and/or operators shall be notified by certified mail, return receipt requested, which shall be transmitted at least 15 days prior to the scheduled public hearing date.

Sec. 110-538. Record keeping and reporting requirements.

Establishments classified as retail stores (beer and wine), or restaurants shall maintain books and records reflecting the gross sale of food and nonalcoholic items and the gross sale of alcoholic beverages and shall provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the board of commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates.

Sec. 110-539. Application processing and fees.

- (a) When and at such time as the application has been accepted, the city clerk shall notify abutting property owners within 300 feet of the property, setting forth the time, date and place of the application consideration by the board of commissioners. This notice will be 15 days prior to the regular meeting of the board of commissioners. Notice shall also be posted on the property itself in the same manner. Failure to notify all of the abutting property owners as shown on the records of the county property appraiser office shall not constitute grounds for re-advertising, conducting additional meetings, and shall not affect any action or proceeding on the application for alcoholic beverage sales.
- (b) The city manager or their designee is authorized to charge the application fee listed in the fees and collection procedure manual for processing the application.

Sec. 110-540. Grandfathering business establishments engaged in the sale of alcoholic beverages.

- (a) The business establishments engaged in the sale of alcoholic beverages, or for which applications have been filed with the city for permits to engage in the sale of alcoholic beverages, in areas permitted by ordinances existing at the time of the passage of the ordinance from which this chapter is derived where such areas or business establishments do not meet the qualifications of section 110-530 shall be such areas or business established and to continue so long as the occupational license is renewed for each fiscal year (October 1 through September 30) and the state alcoholic beverage license is renewed on a continuous basis from the time of initial approval of the license.
- (b) Nothing contained in this section shall be construed to allow any establishment holding a license prior to adoption of the ordinance from which this chapter is derived to change the type of license without meeting all ordinance requirements in effect at the time of the application for a new type of license.

Section2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section5. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY
OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.**

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



February 18, 2025

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-09, 2025-10, and 2025-11)

Dear Jenny,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances, regarding the John's Pass Village Activity Center zoning district and restrictions on the sale of alcoholic beverages. The amendments are consistent with the Countywide Rules, with comments as follows:

- These ordinances address zoning district classifications, setback requirements for accessory structures, and restrictions on the sale of alcoholic beverages in various districts, aligning with the Countywide Rules and current planning practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-11: Alcoholic Beverages

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2025-11: Alcoholic Beverages amends Division 6. Alcoholic Beverages to create regulations defined by the Character Districts in the C-1, John's Pass Village Activity Center Zoning District. The references to the C-2, John's Pass Marine Commercial Zoning District will be removed.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No foreseen direct economic impact of the proposed ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any):

The alcoholic beverage requirements in the C-1 Zoning District will be regulated by Character Districts.

28889

Tampa Bay Times

Published Daily

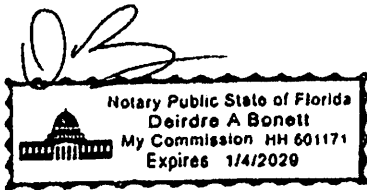
STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDS 2025-01, 02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public _____
Personally known X or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances the City of Madeira Beach City Charter, and Florida Statute §106.011(1)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held at the Friends Sports Commission Chambers located at 300 Atlantic Drive, Madeira Beach, FL 33709. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 6 (POST TERMINATION HEARINGS, HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V, (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2 JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONING TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6 (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2 JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A.-FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY MALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection at the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gormez at 727-560-2014 or email rgormez@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10, and 2025-11, please contact Community Development Director Jerry Rowan at 727-604-0178 or email jrowan@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: www.madeirabeachfl.gov/city-clerk/meetings.html

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at the meeting will need a record of the proceedings, and for each purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate at the meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at 727-331-8951 Ext. 231 or email clerk@madeirabeachfl.gov.



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: March 5, 2025
RE: **Ordinance 2025-12 Fees and Collection Procedure Manual**

Background

Staff have recently reviewed the rental pricing for the Recreation and City Hall Facilities which are available for rental and special event use throughout the year. During the review, staff concluded that there were adjustments which could or needed to be made to simplify the rental process as well as ensure the rental rates were aligned competitively.

Fiscal Impact

Adjusted pricing should result in more utilization of the facilities for rentals and special events.

Recommendation

Staff recommends approval of Ordinance 2025-12.

Attachments

Exhibit A - Fees and Collections manual with proposed fee changes.
Business Impact Estimate

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach adopted Ordinance 2025-08 providing for the amendment of Fees and Collection Procedures Manual; and

WHEREAS, City Staff has reviewed the current provisions of the Fees and Collection Procedures Manual for the City of Madeira Beach and wishes to revise same to provide for the modification of hourly rates and rooms available for rent within the Recreation Center and City Hall and reword the reference to the sales tax collected therefor; and

WHEREAS, City staff wishes to repeal Ordinance 2025-08; and

WHEREAS, the recommendations of staff have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. The City of Madeira Beach’s revised Fees and Collection Procedures Manual attached hereto as Exhibit A is hereby adopted.

Section 2. Ordinance 2025-08 is hereby repealed.

Section 3. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Exhibit A
Ordinance 2025-12



FEES & COLLECTION

PROCEDURE MANUAL

(Updated Through Ordinance 2025-12)

Office of the City Clerk
Adopted: _____

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2025-12)

INDEX

ARTICLE I. CITY CLERK’S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS.....4-6

- A. *What is a public record?* 4
- B. *Right of access to public records under reasonable conditions, F.S.,Sec. 119.07(1)(a)* 4
- C. *Extensive requests pursuant to F.S. §199.07(4)*..... 5
- D. *Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a)*..... 5
- E. *Custodian of Public Records and Designated Custodians of Public Records* 6

ARTICLE II. DEVELOPMENT SERVICES..... 6-13

- A. *General Development Services Fee Structure* 6
- B. *Special Magistrate Hearings*..... 6
- C. *Alcoholic Beverage Permit Application* 7
- D. *Platting* 7
- E. *Vacation*..... 7
- F. *Site Plan and Redevelopment Process* 7
- G. *Zoning/Land Development Regulation Interpretations and Meetings* 8
- H. *Zoning Verification Letter* 8
- I. *Land Development Regulations Amendment* 8
- J. *Land Use Amendment*..... 8
- K. *Rezoning* 8
- L. *Planned Development (PD) and Plan Development Amendments*..... 8
- M. *Special Agreements*..... 9
- N. *Unaddressed Research Requests* 9
- O. *FEMA/Floodplain Ordinance Interpretations*..... 9
- P. *FEMA Verification Letter*..... 9
- Q. *Solicitor's Permit*..... 9
- R. *Short-term/Vacation Rental Certification*..... 9
- S. *Specific Site Plan Applications* 10
- T. *Building Permit Fee Schedule* 10
- U. *Impact Fee Schedule*..... 12

ARTICLE III. FINANCE DEPARTMENT 13-14

- A. *Credit Card Transaction Convenience Fee* 13
- B. *Indebtedness Search* 13
- C. *Returned/unfunded/worthless checks* 13
- D. *Recording of Documents* 13
- E. *Parking Fines and Penalties* 13
- F. *Special Event Parking Permit* 13
- G. *Business Parking Permit* 14
- H. *Parking meters city wide* 14
- I. *Festival Parking* 14
- J. *Parking Fee Amendment Resolution* 14

ARTICLE IV. FIRE DEPARTMENT 14-15

- A. *Fire& Life Safety Inspection* 14
- B. *Fire Plan Review and Correlated Inspection* 15
- C. *CPR Classes* 15
- D. *Fire Engine Rental for Fire System Testing and/or Certification* 15
- E. *Special Event Fee* 15
- F. *Short Term Vacation Rental Inspection – Annual* 15

ARTICLE V. PARKS & RECREATION 15-20

- A. *Recreation* 15
- B. *Recreation Center and City Hall Rentals* 16
- C. *Park & Pavilion Rentals* 17
- D. *Athletic Field Rentals* 18
- E. *Wedding Permits* 19
- F. *Special Events* 19

ARTICLE VI. PUBLIC WORKS20-26

- A. *Trash, Recycling, and Garbage* 20
- B. *Stormwater Utility Management* 22

ARTICLE VII. MUNICIPAL MARINA 26-28

- A. *Vessel Inspections* 26
- B. *Madeira Beach Municipal Marina Fees* 26

ARTICLE I. CITY CLERK'S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS

(Res. 2016-24, 07/12/2016; Res. 2013-50, 10/08/2013; Res. 09.10, 09/21/2009; Res. 04.02, 01/27/2004; ORD. 2018-03; 06/12/2018; Ord. 2019-06); Ord. 2020-04; Ord. 2021-12 05/12/21

SECTION A. What is a public record?

Section 119.11 (12), F.S., defines "public records" to include:

"all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla. 1980).

All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.

Wait v. Florida Power & Light Company, 372 So. 2d 420 (Fla. 1979)

SECTION B. Right of access to public records under reasonable conditions, F.S., Sec. 119.07(1)(a):

"Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian of the public records."

The term "reasonable conditions" as used in Sec. 119.07(1)(a), F.S., "refers not to conditions which must be fulfilled before review is permitted but to reasonable regulations that would permit the custodian of the records to protect them from alteration damage, or destruction and also to ensure that the person reviewing the records is not subjected to physical constraints designed to preclude review." *Wait v. Florida Power & light Company*, 372 So. 2d 420. 425 (Fla. 1979). See also *Chandler v. City of Greenacres*, 140 So. 3d 1080, 1084 (Fla. 4th DCA 2014) (noting the narrow interpretation of the phrase "reasonable conditions"): and *Tribune Company v. Cannella*, 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom.*, *DePerte v. Tribune Company*, 105 S.Ct. 2315 (1985) (the sole purpose of custodial supervision is to protect the records from alteration, damage, or destruction).

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. inf. op. to Cook, May 27. 2011. And see *State v. Webb*, 786 so. 2d 602 (Fla. 1st DCa 2001) (requirement that persons with custody of the public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

A public records request "shall provide sufficient specificity to enable the custodian to identify the

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

SECTION C. Extensive requests pursuant to F.S. §199.07.(4).

Sec. 119.07(4)(d), F.S., provides, "[i]f the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required or both."

If a public records request requires an extensive use of the City's resources, a special service charge may be imposed. Special service charges will be calculated based upon the City's actual cost of burden, (wages, taxes, insurance, and benefits), for the lowest paid personnel capable of fulfilling the request.

Large volume of records requested. Deposits are based upon an actual estimate of the cost of production, with a minimum of 50% due before production of the records begins.

SECTION D. Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a).

Public records held by the City are open to inspection by any person, during reasonable times and under reasonable circumstances. Although Florida law makes some records exempt or confidential, the City wishes to make all non-exempt records available to the public at no cost provided the request to inspect or copy records does not involve an extensive use of City personnel or other resources.

- (1) One-sided copy, each page\$0.15
 - (2) Two-sided copy, each page.....\$0.20
 - (3) Certified copy, each page\$1.00
 - (4) Notary Public Fee.....\$5.00
- Pursuant to F.S. §117.05(2a); the fee of a notary public may not exceed \$10.00 for any one notarial act, except provided in Sec. 117.045.)

****For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.***

For purposes of this sections, "Duplicating" means the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, LED, inkjet or dye sublimation, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original.

SECTION E. Custodian of Public Records and Designated Custodians of Public Records

CUSTODIAN OF PUBLIC RECORDS

Clara VanBlargan, MMC, MSM, City
Clerk cvanblargan@madeirabeachfl.gov
Phone (727) 391-9951, ext. 231

RECORDS CUSTODIANS

The Records Custodian of each department are designated by the City Clerk. The records custodian of their department shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian (supervisor) of those public records to be inspected or copied. Although, the custodian "is required to provide access to or copies of records they are not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002), and shall determine if the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

A list of designated department Records Custodians is posted in each department and on the City’s website.

ARTICLE II. DEVELOPMENT SERVICES

A. General Development Services Fee Structure:

It is the intent of the City that all development review costs be borne by the beneficiaries. The initial nonrefundable fee will be required at the time an application is submitted. Costs for review services including personnel, consulting or material will be charged against the account of each application. At such time as costs meet the value of the submitted fee, all review activities will be suspended until the applicant submits an additional fee in an amount equal to the initial fee. Unused fee amounts beyond the initial nonrefundable fee will be reimbursed at issuance of the Certificate of Occupancy (CO). The cost of required advertising and mailing for major site plans, land use or zoning amendments will be charged separately and paid prior to the scheduling, advertising, or preparation of mailed notice for public hearings and/or meetings. These fees do not include costs associated with the developer’s conduct of neighborhood/community meetings which will be the financial responsibility of the developer. This policy applies to all the fees of this section.

B. Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004, Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502)

- (1) Zoning variances for residential dwelling units (per variance,-up to three units).....\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial.....\$2,000.00

(3) Special exception use	\$1,800.00
(4) Appeal of decision (appeal is refundable if decision is overruled).....	\$1,500.00
(5) After-the-fact variance (double fee)	\$3,600.00
<i>(Ordinance 2016-06)</i>	
(6) Conversion of a nonconforming non-habitable area into a habitable area	\$1,000.00
C. <i>Alcoholic Beverage Permit Application Fee</i>	\$800.00
<i>(Res. 2012-14, 09/05/2012)</i>	
D. <i>Platting.</i>	
<i>(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)</i>	
(1) Review of construction drawings	\$500.00
(2) Replat	\$500.00
(3) Final	\$500.00
(4) Amendment to a plat	\$500.00
(5) Minor subdivision.....	\$350.00
(6) Lot line adjustments.....	\$200.00
(7) Unity of title	\$100.00
(8) Rescission of unity of title	\$250.00
E. <i>Vacation. (Not including costs associated with referendum)</i>	
<i>(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)</i>	
Right-of-way (as approved by referendum)	\$1,500.00
Easement (as approved by referendum when required)	\$1,500.00
F. <i>Site Plan and Redevelopment Process</i>	
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.	
<i>(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)</i>	
(1) Minor Site Plan Review	\$300.00
(2) Intermediate Site Plan Review	
a. First Review Site Plan Submittal	\$1,000.00
(3) Major Site Plan Review	

- a. First Review Site Plan Submittal\$2,000.00
- (4) Administrative Waiver\$500.00
- (5) Encroachment Extension.....\$1,000.00
- G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee..... \$100.00

Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of the Planner and can include the preparation of a written interpretation. Time required above an hour or requiring the participation of additional staff, shall be charged at the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.

- H. Zoning Verification Letter\$100.00

Includes one hour of research. Additional time will be charged at the employee’s hourly rate plus benefits.

(Res. 2016-24, 07/12/2016)

Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.

- I. Land Development Regulations Amendment\$1,500.00
(Res. 2016-24, 07/12/2016)

- J. Land Use Amendment\$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- K. Rezoning\$2,000.00
(Res. 07-14, 06/26/2007)

- L. Planned Development (PD) and Planned Development Amendments. *(Res. 07.14, 06/26/2007)*

- (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.

- (2) Plan Review

- a. Preliminary Plan and Standards Review \$1,500.00

- b. First Plan and Standards Plan Review \$2,500.00

- c. Each Subsequent Submittal\$500.00
Plus hourly rate of assigned staff

- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement\$1,000.00

- (4) Major modifications.....To be charged by the full rate for a new Planned Development.

- (5) Development Agreements..... Application fee of \$500.00 and charges will include all staff

and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

M. *Special Agreements (for Development Agreements, see Section L)*
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)

(1) For Board of Commissioner's Approval..... \$500.00

**Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and Approval.....all staff hourly rates, legal and recoding fees

N. *Unaddressed Research Requests – Base Fee* \$100.00

O. *FEMA/Floodplain Ordinance Interpretations and Reviews–Interpretation Base Fee* \$100.00

Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.

Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.

P. *FEMA Verification Letter* \$100.00

Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)

Q. *Solicitor's Permit (Res. 07.23, 12/11/2007)*

(1) Permit for any business with current Local Business Tax Receipt (BTR)\$10.00

(2) Permit for any business without current BTR \$100.00

a. For each additional person participating without a BTR\$20.00

R. *Short-term/Vacation Rental Certification Certificate of Compliance* \$300.00

S. *Specific Site Plan Applications*

(1) Dog Dining Request\$75.00

A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request. This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.

(2) *Sign, Murals, Banners*.....\$75.00

T. *Building Permit Fee Schedule.*

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
 - a. Value of \$2,499 or less\$50.00*
 - b. Value of \$2,500 or more..... 25% of total permit value (minimum \$50)*

The application plan review fee shall be collected at the time of the submitted permit application. This shall be a non-refundable plan review application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).

Definitions of "residential" and "commercial" are based on the 2017 2020 Florida Building Code:

"Residential building" shall mean any "one- and two-family dwelling" or portion thereof, including "townhouses", that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking, or eating purposes, or any combination thereof, and shall include accessory structures thereto.

"Commercial": for this code, all buildings that are not included in the definition of "residential buildings."

- (2) EXPRESS Permit – issued same day (plus any additional applicable fees)\$50.00*
- (3) Valuation Fee: One Percent (1%) of the Total Project Value, which includes both materials and labor and other related fees). Zero Percent (0%) of the Total Project Value for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until September 26, 2025.
- (4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars for the Building Permit Fees.*
- (5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:
 - a. One-and-two family dwellings & townhouses\$250.00
 - b. Multifamily units & commercial projects\$500.00
 - c. FEMA - SI/SD projects\$250.00
 - d. Minimum fee.....\$100.00

- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.

- a. Plan revisions (Minor, 2,499 sq. ft. or less) \$100.00
- b. Plan revisions (Large) greater than (>) 2500sq. ft..... \$250.00

(7) Miscellaneous Fees:

- a. Certificate of Occupancy and/or Certificate of Completion\$50.00
- b. Letters of Determination (e.g., flood, building, etc.)\$50.00
- c. Change of contractor (all trades).....\$50.00
- d. Change of use or occupancy.....\$50.00
- e. Demolition of structure:
 - i. Demolition base fee (up to 5,000 sq \$100.00
 - ii. Structures over 5,000 sq. ft\$250.00
- f. Early release of power (*before electrical final*)..... \$50.00
- g. Moving of structure..... \$100.00
- h. Permit extension (*per extension*) \$50.00
- i. Transfer of Permit \$50.00
- j. Permit fee for applications performed by an outside entity:
The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:
 - i. Fee per sq. ft. of the proposed structure \$1.00
 - ii. Minimum fee, (plus any applicable fees)\$50.00
- k. Red tags and/or failed inspection(s) (*per tag/inspection*) \$50.00
- l. Replacement of placard card (*per placard card*).....\$25.00
- m. Special consultation with Building Official (*as needed;by request*) \$100.00
- n. FEMA or damage pre-permit inspection, Fire or Structural(*Includes Trades*)..... \$100.00
- o. Building Code, Life & HealthSafety inspection..... \$100.00
- p. After hours inspection (*beyond normal business hours*) \$250.00
- q. Stop-work order (*per order*)\$50.00
- r. Temporary power pole.....\$50.00
- s. Tent permit\$25.00
- t. Tree removal permit\$50.00
- u. Well/Test boring application..... \$100.00
- v. Each additional boring on same site \$20.00
- w. Building Safety/Milestone Report Review Fee \$250.00

(8) "After the Fact" permit fee:

- a. Shall be **(5)** times the face value of the permit valuation fees.
- b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.

(9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

(10) Miscellaneous items. At the discretion of the Building Official, all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the

discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(11) Rental inspection fees (4 units or less)

- a. Initial application.....\$40.00
- b. Biennial license renewal.....\$15.00
- c. Initial inspection (*per unit*) \$50.00
- d. Biennial inspection (*per unit*) \$70.00
- e. Re-inspection fee (*per inspection*)..... \$100.00

Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.

- f. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

*This fee shall be waived for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until September 26, 2025.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY2026	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
Total	\$4.20	\$5.60	\$6.99	\$8.39	\$9.70	\$11.20	\$13.99

*Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.

ARTICLE III. FINANCE DEPARTMENT

A. *Credit Card Transaction Convenience Fee*An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search*.....\$50.00

C. *Returned/unfunded/worthless checks*..... Pursuant to F.S. §68.065(2)

D. *Recording of Documents:*

(1) First Page\$10.00

(2) Each Additional Page \$8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:

(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)

(1) Overtime Parking\$60.00

(2) Double Parking.....\$80.00

(3) Parking in a "NO PARKING" Zone\$90.00

(4) Other Improper Parking.....\$90.00

(5) Delinquency Fee (After 15 Days).....\$30.00

(6) Disabled Parking Permit *Sec. 66-52(c), Code of Ordinances*

Note: A Parking enforcement officer can ticket every hour for repeat violations.

F. *Special event parking permit (daily permit)*\$35.00

Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.

(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival
Memorial Day
by the BOCC by resolution.

The Fourth of July
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month*\$40.00

Permit for any business with current Local Business Tax Receipt (BTR).

H. *Parking meters city-wide*..... \$4.00/hr

I. *Overnight Parking*..... \$72.00/day

up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.

- J. *Festival Parking.* The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.
- K. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- L. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking meter fee increasing from \$4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now \$2.00.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

A. Fire & Life Safety Inspection

- (1) Places of Assembly (Posted Occupant Load):
 - a. Up to 49 People.....\$50.00
 - b. 50 –149 People\$100.00
 - c. 150 People or More \$150.00
- (2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)
 - a. 5 –10 Units..... \$100.00
 - b. 11 –20 Units.....\$150.00
 - c. 21 –49 Units\$200.00
 - d. 50 or More Units\$350.00
- (3) Automotive and/or Marine Service or Storage Facilities \$200.00
- (4) Automotive and/or Marine Fueling Facilities..... \$200.00
- (5) Standalone Single Business:
 - a. Up to 2,499 sq. ft\$50.00
 - b. 2,000 or more sq. ft \$100.00
- (6) Multiple Commercial/Businesses:
 - a. Unoccupied, per suite\$25.00
 - b. Occupied, per suite.....\$50.00
- (7) Storage Facilities
 - a. Up to 4,999 sq. ft\$100.00
 - b. 5,000 or more sq. ft \$200.00

- (8) Subsequent Fee for Each Return Inspection for Compliance\$30.00
- (9) Fire Department Red Tag/Stop Work Order\$50.00
- B. Fire Plan Review and Correlated Inspection(s)**
 - (1) For Site Plans and Building Plans\$0.05/sqft
 - (2) Other fire plans review (fire alarm, fire suppression, etc.) \$250.00
 - (3) Failed inspections(s) (per each inspection).....\$50.00
- C. CPR Classes.**
 - (1) Resident\$25.00
 - (2) Non-resident.....\$50.00
- D. Fire Engine Rental for Fire System Testing and/or Certification.**
 - (1) First 4 Hours.....\$1,000.00
 - (2) Each Additional Hour \$250.00
(Res. 08.10, 09/23/2008)
- E. Special Event Fee**
 - (1) Fire Rescue Special Event (per Hour) \$125.00
 - (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....\$50.00
 - (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event) \$100.00
- F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... \$100.00**

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09,03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14,06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

- A. Recreation.**
 - (1) Adult Sports Registration:
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.
 - (2) Youth Sports
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.
 - (3) After-School Program (will take effect August 1, 2020):
 - a. Resident (*daily*) \$9.00

- b. Non-Resident (daily) \$12.00
- c. City Employee (daily) \$9.00

(4) Summer Camp Program:

- a. Resident Rate by Session:
 - i. Session 1 \$500.00
 - ii. Session 2 \$500.00
 - iii. Full Summer Session \$1,000.00
 - iv. Individual Weekly Rate \$150.00
- b. Non-Resident Rate by Session:
 - i. Session 1 \$625.00
 - ii. Session 2 \$625.00
 - iii. Full summer session \$1,250.00
 - iv. Individual weekly rate \$200.00
- c. City Employee Free

(5) Fitness Classes

- a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
- b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is included in hourly rates. In addition to the hourly rental rates, the City will also collect all required sales tax. Deposits may be refunded within thirty (30) days of an event.

- a. Recreation Center Rooms (security deposits are refundable)
 - ~~i.~~ Full Recreation Center (all rooms) (security deposit \$400.00) \$300.00/hr.
 - ~~ii.~~ Boca View Hall w/ patio (security deposit \$200.00) ~~\$100.00~~ \$200.00 /hr.
 - ~~iii.~~ii. Ocean Walk Room (security deposit \$200.00) ~~\$50.00~~ \$100.00/hr.
 - ~~iv.~~iii. Starboard Room (security deposit \$200.00) \$50.00/hr.
 - ~~v.~~iv. Outside Deck (security deposit \$400.00) \$100.00/hr.
 - ~~vi.~~ Boca View Hall & Outside Deck (security deposit \$400.00) \$150.00/hr.
 - ~~vii.~~ Setup/breakdown Fee Up to 2 hours before and 2 hours after \$50.00/hr.

- b. City Hall Rooms (security deposits are refundable)
 - i. City Centre Room (security deposit \$400.00)

~~\$200.00~~\$250.00/hr.

(includes use of outside deck & restrooms)

- ii. Commission Chambers* *(security deposit \$200.00)*
~~\$200.00~~\$100.00/hr.

***ONLY** as a backup space for outside reservations negatively impacted by weather.

- c. Resident Discount- applied to hourly rental rates..... 20% discount.
- (2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. ~~The 6.5% sales tax is not included in hourly rates. In addition to the hourly rental rates, the City will also collect all required sales tax.~~ Security deposit may be refunded within thirty (30) days following an event.
- a. Recreation Center Rooms (security deposits are refundable)
 - ~~i. Full Recreation Center (all rooms) (security deposit \$400.00).....~~ \$350.00/hr.
 - ~~ii. Boca View Hall w/ patio (security deposit \$200.00)~~
~~\$150.00~~\$225.00/hr.
 - ~~iii. Ocean Walk Room (security deposit \$200.00)~~
~~\$75.00~~\$125.00/hr.
 - ~~iv.iii.~~ Starboard Room (security deposit \$200.00).....\$75.00/hr.
 - ~~v.iv.~~ Outside Deck (security deposit \$200.00).....\$125.00/hr.
 - ~~vi. Boca View Hall & Outside Deck (security deposit \$400.00).....~~ \$250.00/hr.
 - ~~vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after.....~~ \$50.00/hr.
 - b. City Hall Rooms (security deposits are refundable):
 - i. City Centre Room *(security deposit \$400.00)*
~~\$250.00~~\$275.00/hr.
(includes use of outside deck & restrooms)
 - ii. Commission Chambers* *(security deposit \$200.00)*
~~\$250.00~~\$125.00/hr.

***ONLY** as a backup space for outside reservations negatively impacted by weather.

- c. Resident discount on hourly rates.
- (3) ~~Set-up and~~ Cleaning Fees *(per location)*:
- a. ~~\$100.00~~ Less than 50 attendees \$100.00
 - b. ~~50+ attendees~~ \$200.00

C. Park & Pavilion Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015)

(1) Archibald Park

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
 - i. Resident..... \$100.00
 - ii. Non-Resident..... \$200.00

- b. Sand Volleyball Court Rental for four (4) hours (each additional hour is \$25.00/hour):
 - i. Resident.....\$25.00
 - ii. Non-Resident.....\$50.00

(2) John's Pass Park:

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
 - i. Resident.....\$100.00
 - ii. Non-Resident.....\$200.00

(3) Splash Pads Rentals

- a. Resident Rates
 - i. Splash Pad (2 Hours).....\$100.00
 - ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours).....\$200.00
- b. Non-Resident Rates
 - i. Splash Pad (2 Hours).....\$150.00
 - ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours).....\$250.00

D. Athletic Field Rentals

(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

(1) Hourly resident rates by facility (6.8% Sales Tax NOT included)

- a. Softball Field\$25.00
- b. Soccer Field.....\$25.00
- c. Basketball Court\$5.00
- d. Tennis Court\$5.00
- e. Field Preparation and Lining (softball).....\$45.00
- f. Field Preparation and Lining (football/soccer)\$25.00
- g. Attendant Fee (per staff member).....\$25.00
- h. Rental Cleaning Fee\$25.00
- i. Light Fee\$10.00

(2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)

- a. Softball Field\$30.00
- b. Soccer Field.....\$30.00
- c. Basketball Court.....\$10.00
- d. Tennis Court\$10.00
- e. Field Preparation and Lining (softball).....\$50.00
- f. Field Preparation and Lining (football/soccer)\$30.00
- g. Attendant Fee (per staff member).....\$30.00
- h. Rental Cleaning Fee\$30.00
- i. Light Fee\$15.00

E. Wedding Permits.

- (1) Small wedding permit application fee\$100.00*

a. **A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*

- (2) Wedding permit application fee..... \$200.00*
 - a. **A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. *Special Events.*

- (1) Event Application Fee (*less than 1,000 attendees*)..... \$100.00
- (2) Event Application Fee (*more than 1,000 attendees*)..... \$250.00
A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOCC may waive the application fee by resolution at annual special event review when determined in the best interest of the community and upon demonstration of non- profit status.
- (3) Deposit. *Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted.*
 - a. Small event..... \$250.00
 - b. Large event..... \$500.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than \$500 upon his/her determination that it will be a benefit to the community.

(4) Fees

- a. Large Event (1,000+ Attendees)
 - i. Facility Rental Per Event\$3,000.00
(Includes use of stage and event field)
- b. Small Event (Less than 1,000 attendees)
 - i. Stage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident..... \$100.00/hr.
 - ii. Field Usage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident..... \$100.00/hr.
- c. City Event Fees
 - i. Trash Can Fee (*per trash can*)\$5.00
 - ii. Dumpster fee with single pick-up 3 Yard Dumpster\$136.70
 - iii. Event Barricades (available at City Hall Property Only)
 - 1. Setup Fee per – event \$100.00
 - 2. Barricade Fee - per day\$10.00

- iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.
- d. Mandatory Non-City Fees. The required use of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.
- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant**.
- f. Table games (Canasta, Bridge, etc.)
 - i. Resident: \$1.00
 - ii. Non-resident: \$2.00

ARTICLE VI. PUBLIC WORKS

A. Trash, Recycling, and Garbage

(1) Removal service fees-

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. For a resident, occupant or owner of a premises in the city to qualify for the declared disaster sanitation fee the following requirements must be met: (1) the premises must have a structure on it that is rendered unoccupied and uninhabitable due damage sustained from Hurricanes Helene or Milton; (2) there must be an active city permit for demolition or remodel/repair of the structure; (3) the resident, occupant or owner must complete an on-line application and receive approval of that application by the City in writing; (4) the resident, occupant or owner must not be residing on the premises. This requirement, for example, prohibits the resident, occupant or owner from residing in the structure, tent, camper, recreational vehicle or other living quarters whether temporary or permanent; (5) the resident, occupant or owner may not place any trash, trash container, debris, equipment, or other materials at curbside for city sanitation collection or removal. Upon approval of the declared disaster sanitation fee application the City will remove city issued trash and recycling containers. The charges for garbage, recycling, and trash removal services shall be as follows:

- a. Single Family and Multi-Family, per dwelling, per month:
 - i. 64 Gallon Cart..... \$38.74
 - o Each additional cart per month.....\$14.00

- ii. 96 Gallon Cart.....\$45.74
 - o Each additional cart per month.....\$14.00
- iii. Declared Disaster Sanitation Fee.....\$10.00

b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:

- i. Service twice per week, per month (Dumpster)
 - (a) One cubic yard..... \$122.82
 - (b) One and a half cubic yard.....\$157.00
 - (c) Two cubic yard\$191.17
 - (d) Three cubic yard.....\$259.52
- ii. Each additional service per week, per month (Dumpster)
 - (a) One cubic yard \$68.35
 - (b) One and a half cubic yard.....\$76.90
 - (c) Two cubic yard\$102.53
 - (d) Three cubic yard\$136.70
- iii. Service twice per week, per month (96 Gallon cart) \$40.00
 - o Each additional cart per month..... \$14.00

iv. Each additional service per week, per month (96 gallon cart) \$16.00

v. Sunday collections are double the additional service rate.

vi. Replacement Toter fee \$75.00

vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up

d. Unlawful/Illegal Dumping\$250.00

e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

- a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(5) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign

a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:

- i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

***Fractional remainders**

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the

purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.

- iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
- iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).

(3) Billing, Collecting, Delinquency, and Penalty

- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
- b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
- c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.
- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.

- i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.
 - ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.
- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order

issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.

- d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
- e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no- fee annual permit and pay a vessel inspection fee of \$25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
 - a. Regular per day\$28.04/day
 - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage\$257.01 /month
- (5) Wet Slip non-Live-aboard \$13.50/foot/month
- (6) Boat Lift\$17.00/foot/month
- (7) Commercial non-live-aboard wet slip..... \$14.50 /foot/month
- (8) Wet Slip Live – aboard \$20.00/foot/month

- (9) Dry Storage – under 26’ boat length.....\$172.90/month
- (10) Dry Storage – 26’+ boat length\$210.28/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) \$130.84/month
- (12) Dry storage for non-motorized boat*\$28.17/month
 - a. **Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
 - a. Launch\$4.67/day
 - b. Launch and Park\$14.02/day
 - c. Holiday Launch and Park\$18.69/day
 - d. Resident Launch (New).....\$1.87
 - e. Resident Launch & Park (New)\$9.35
- (14) Late Fee\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
 - a. Commercial\$0.20/gal
 - b. Gulf of Mexico Commercial Fishing Fleet Discount\$0.30/gal
 - c. 50+ Gallon\$0.05/gal
 - d. Boat US/ Sea Tow\$0.05/gal
 - e. Madeira Beach Resident.....\$0.05/gal
 - f. City Co-sponsored / Community events.....\$0.20/gal
 - i. Great American Grunt Hunt
 - ii. King of the Beach fishing tournament (Spring and Fall)
 - iii. Veterans Boat Parade
 - iv. Wild West Kingfish Tournament (*Spring and Fall*)
 - v. Sun Coast Kingfish Classic (*Spring and Fall*)
 - vi. Christmas Boat Parade
 - vii. Any other City Co-sponsored events as approved by the City Manager
- (17) Surveillance camera optional fee\$25.00/month
- (18) Live-aboard permits.....\$5.00(72 hours)
(*Res 2019-18, 12/17/2019*)
- (19) Temporary 3HR Wet Slip Parking/No Power\$20.00 + Tax

This page reserve for Publications by the City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
Proposed ordinance updates the Fees and Collection Procedures Manual, specifically fees related to facility rentals in the Recreation Center and City Hall. Update eliminates redundancies, simplifies pricing, and brings pricing in line with similar facilities. The public purpose is to enhance transparency in the fee schedule and increase access to the facilities which are available.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Madeira Beach’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Proposed changes should translate to an increased numbers of rentals and uses of the facility. Related increase would increase the annual revenue captured by facility rentals for the Recreation Department.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

5-10 businesses may be impacted. There are not very many rental facilities in our direct area and most rentals are done so by individuals wishing to utilize the facility.

4. Additional information the governing body deems useful (if any):
The City of Madeira Beach solicited feedback from previous facility users and other stakeholders. Additionally, research was conducted to compare current rates with similar facilities in the area.

28889

Tampa Bay Times

Published Daily

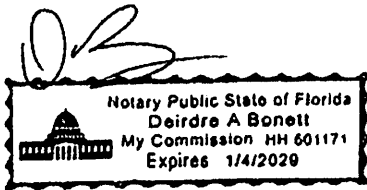
STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDS 2025-01, 02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public _____
Personally known X or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances the City of Madeira Beach City Charter, and Florida Statute §106.011(1)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held at the Friends Sports Commission Chambers located at 300 Atlantic Drive, Madeira Beach, FL 33709. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 6 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V, (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2 JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAMING THE C-1 TOURIST COMMERCIAL ZONING TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6 (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2 JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A - FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY MALL AND REMOVE THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection at the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gormez at 727-560-2014 or email rgormez@madreirabeach.com. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10, and 2025-11, please contact Community Development Director Jerry Rowan at 727-604-0178 or email jrowan@madreirabeach.com.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: www.madreirabeach.com/city-clerk/meetings.html

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at the meeting will need a record of the proceedings, and for each purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate at the meeting should contact the City Clerk's Office no later than 48 hours prior to the meeting at 727-331-8951 Ext. 231 or email cityclerk@madreirabeach.com.



Memorandum

Meeting Details: April 2, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Automated Side Load Garbage Truck Lease Agreement

Background

Pursuant to the BOC workshop on November 22, 2023, the consensus was to move forward with the lease of a Automated Side load Garbage truck (ASL) rather than purchasing. The original 13-month lease agreement expires on May 1, 2025 and staff is requesting an additional 13-month extension. The lease agreement with RDK Truck Sales was as promised with no down time when the truck needed repairs.

Staff is requesting approval to move forward with the lease of an automated side loader (ASL) from RDK for a 13-month lease term for \$8,500 per month. This lease will be piggybacked off the Polk County Contract 2024-030.

Fiscal Impact

The fiscal impact to lease a Automated Side Loader (ASL) Garbage truck for a 13-month term is \$110,500 and is budgeted in the FY2025 Sanitation rentals and leases account.

Recommendation(s)

Staff recommends approval to move forward with the 13-month lease of an ASL garbage truck for the amount of \$8,500 per month from RDK Trucks.

Attachments

- RDK Lease Agreement
- Executed Polk Contract 2024-030

- Piggyback Agreement

PIGGYBACK AGREEMENT FOR WASTE COLLECTION TRUCK LEASES

This Agreement is made on the ___ day of March, 2025 (the “Effective Date”), by and between the **City of Madeira Beach**, a Florida municipal corporation (the “City”) and **RDK Assets, Inc., d/b/a RDK Truck Sales**, a Florida corporation (the “Vendor”), collectively referred to as the “Parties.”

WHEREAS, the City has determined that it requires a third-party vendor to provide long-term waste collection truck leases for its waste collection services; and

WHEREAS, Polk County, a political subdivision of the State of Florida (“County”) issued a Request for Proposal #24-124 (the “RFP”) for the purpose of receiving bids to retain the services of a third-party vendor to provide long-term waste collection truck leases for its Waste & Recycling Division, as further described in the RFP (the “Services”); and

WHEREAS, the Vendor responded to the RFP and County subsequently selected the Vendor as a responsive, responsible bidder; and

WHEREAS, on March 5, 2024, the Vendor and County entered into a contract (the “County Contract”) wherein the Vendor agreed to perform the Services for the County in accordance with the terms and conditions described therein; and

WHEREAS, § 2-193 of the City of Madeira Beach Code of Ordinances authorizes the City to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the County’s, and the value of the Services does not require a new solicitation; and

WHEREAS, the City desires to piggyback onto the County Contract for the purposes of receiving the same Services from Vendor as are being provided to County under the County Contract; and

WHEREAS, the City’s Public Works Director has obtained confirmation from an authorized representative of the Vendor that the Vendor consents to the formation of this contractual relationship by way of City’s piggybacking onto the County Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Performance of the Services and Tasks.** The Vendor shall make available to City, and provide to City as requested, the same Services and Tasks as are available and provided to County in accordance with the terms and conditions of the County Contract, at the terms specified therein. All references to the “County” or “Lessee” in the County Contract shall, for purposes of this Agreement, mean City.
2. **Unit Pricing.** The Vendor’s Services and Tasks shall be provided on the same terms as are set forth in its Bid.
3. **Services and Tasks Provided.** The Vendor shall provide those Services and perform those Tasks as set forth in the Scope of Services in the County Contract, and in the manner set forth by the City for each service or task requested, as may be issued by the City from time to time during the Term of this Agreement. To the extent the City has an initial service or task ready, it shall be set forth in **Attachment “A”** to this Agreement.
4. **Additional Services and Tasks.** This Agreement is only for the provision of those Services and Tasks provided by or made available by Vendor to County in the County Contract. The Parties understand that any other services or tasks the City may wish to acquire may or may not be acquired from Vendor, and

will be acquired in accordance with applicable law and City’s procurement code and administrative policies.

- 5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (including all issued addenda), (ii) the Vendor’s Bid (including all unit cost and other exhibits), and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Vendor’s Bid.
- 6. Term of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date of **December 31, 2032** (the end of the County Contract).
- 7. Staff Title References and Language Substitutes. To the extent the County Contract refers in various places to County, Lessee or similar person, the Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the City Manager of the City of Madeira Beach, or her/his designee.
- 8. The following terms in the County Contract are revised or supplemented as follows:
 - a. Paragraph 18(c) shall be revised to read:

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR SHOULD CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MADEIRA BEACH
OFFICE OF THE CITY CLERK
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708
TELEPHONE: (727) 391-9951
E-MAIL cvanblargan@madeirabeachfl.gov**

- b. The address of the City in paragraph 21.0 shall be revised to read:

For City: City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
Attention: Robin Gomez, City Manager

- c. In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the City, independently, exercises its own termination rights.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

City:

City of Madeira Beach
 Attn: City Manager
 300 Municipal Drive.
 Madeira Beach, FL 33708

Vendor:

RDK Assets, Inc. d/b/a RDK Truck Sales
 Attn: Joanie Beckwith
 3214 Adamo Drive
 Tampa, FL 33605

10. Representations; Warranties; Fee Disclosure.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

11. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Vendor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Vendor. Any assignment of this Agreement made by the Vendor without the express written consent of the City shall be null and void and shall be grounds for the County to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement.
- e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

- f. The Vendor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Vendor's officers, employees, agents, or subcontractors, or the delivery of the Vendor's Services or Tasks to City.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the City and Vendor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Vendor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Vendor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Vendor engages in business operations in Cuba or Syria; or
 - (iii) The Vendor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Vendor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Vendor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Vendor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Vendor has submitted a false certification or that Vendor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Vendor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Vendor.

- k. Immigration Compliance; E-Verify. Vendor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Vendor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration

and Employment Act. The Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(2), Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Pursuant to Florida Statutes § 448.095(5), Vendor's contract with City cannot be renewed unless, at the time of renewal, Vendor certifies in writing to the City that it has registered with and uses the E-Verify system. If Vendor enters into a contract with a subcontractor to perform Services or Tasks under this Agreement, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Vendor shall maintain a copy of such affidavit for the duration of the contract. If Vendor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Vendor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Vendor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- 1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

Clara VanBlargan, City Clerk

By: _____
Anne-Marie Brooks
Mayor

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., City Attorney

RDK ASSETS, INC.
d/b/a RDK Truck Sales

By: _____
Richard Kemner
Vice President

Stock # 109307

Invoice #

Item 12A.

RDK ASSETS, INC. DBA RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 10070
Customer Name City of Madeira Beach
300 Municipal Dr.
Madeira Beach, FL 33708

This lease will end June, 1 2026

Phone # 727-391-1611 P.O. #/Job # _____ Ordered By Megan Wepfer
Project _____ Job Location _____ Salesman Joanie Beckwith
Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____
Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1CYAADAC8S1004973	TBD	2025 Battle Motors ASL	13	8500.00	110500.

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , DBA RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See re-verse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2025 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs. Oil & filters must be changed every 200 hours. Customer is responsible for displaying name and DOT Number on cab. All reimbursable repairs need prior approval from RDK Assets, INC.

Tax Rate	<u>0</u>	Lease Amount	<u>110500.</u>
		Sales Tax	<u>0</u>
		Transportation	<u>0</u>
		Total	<u>110500.</u>
		Total Due	<u>110500.</u>

Vehicle Cost: 359900.
Sales Tax & Fees: 00
FET: EXEMPT
Total Cap Cost: 359900.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 3/7/2025
Lessee Name/Title (Print) _____ Reviewed By: _____
Company Name _____

Option to extend for _____ months at _____ per month.

RDK ASSETS, INC. DBA RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. DBA RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. **RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
2. **CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
3. **USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
4. **SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.
5. **INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the 'amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.
6. **INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, mantling, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.
7. **COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
8. **VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
9. **Lease** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. **LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. **DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. Except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period, lessor shall not be liable for defects in or for any damages or loss to the equipment leased nor caused by the equipment lease, and under no circumstances shall lessor or manufacturer be liable and hereby specifically disclaims responsibility for any indirect special, incidental or consequential damages to the lessee or to any third party. The foregoing undertaking with respect to new equipment is in lieu of any other warranties, express or implied, including any warranty of merchant-ability or fitness for a particular purpose; further lessor makes no warranties whatsoever with respect to used equipment and lessee takes and rents any used equipment "as is" and with all faults or defects unless a modification is endorsed herein or contained in a separate writing signed by an officer of lessor. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. **TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement. 14. **ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. **NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. **PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. DBA RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. **LESSORS GENERAL RESPONSIBILITY** - Under the RDK Assets, INC. DBA RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. DBA RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. DBA RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. **SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto. Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

MASTER AGREEMENT FOR WASTE COLLECTION TRUCK LEASES

THIS AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County” or “Lessee”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida, 33830, and RDK Assets, Inc. dba RDK Truck Sales (the “Vendor” or “Lessor”), a Florida corporation, located at 3214 Adamo Drive, Tampa, FL 33605 and whose Federal Employer Identification Number is 86-2038316.

WHEREAS, the County desires to retain the services of a third-party vendor to provide long term waste collection truck leases for the Waste & Recycling Division; and

WHEREAS, the County has solicited for these services via an advertised request for proposal (“RFP 24-124”) to which the Vendor submitted a proposal thereto; and

WHEREAS, after review and consideration of the responsive proposal, the County intends to engage the Vendor to provide it the long-term waste collection truck leasing services; and

WHEREAS, the Vendor is able and agreeable to providing the County the leasing services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Vendor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County.

1.2 The term of this Agreement shall continue through December 31, 2032, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services; Leased Equipment

2.1 Services. The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the “Services”) further described in: (i) RFP 24-124, to include all attachments and addenda; (ii) the Vendor’s responsive proposal thereto (both (i) and (ii) attached hereto as a composite Exhibit “A” and incorporated herein); and (iii) the RDK Equipment Leases attached hereto as a composite Exhibit “B” and incorporated herein. If any

conflict exists between the terms set forth in the body of this Agreement and the terms of any exhibit hereto, the former shall control.

2.2 Leased Equipment. The Vendor shall lease to the County the nine (9) vehicles and any related equipment identified and further described in Exhibit “B” (collectively, the “Leased Equipment”) for a lease term commencing May 1, 2024 (the “Lease Commencement Date”) and continuing through December 31, 2032. The Vendor shall ensure delivery of the Leased Equipment to the County by no later than the Lease Commencement Date.

2.3 Permanent Substitution of Leased Equipment. Subject to the prior approval of both parties, the Vendor may permanently substitute all or any portion of the Leased Equipment for any reason, including, without limitation, a manufacturer’s defect, or equipment failure. The lease term, conditions, and pricing will remain the same for any substituted Leased Equipment. In no instance can a substitute vehicle be older than the current model year. In the event any Leased Equipment is substituted in accordance with this Section 2.3, the parties shall update Exhibit B with a new RDK Equipment Lease form to identify the substitute equipment. The Waste & Recycling Division Director is authorized on behalf of the County to approve any substitution of the Leased Equipment under this Agreement and corresponding update to Exhibit B as described above.

2.4 Vendor Warranties.

A. The Vendor shall warrant the Leased Equipment for repairs required outside the scope of preventative maintenance plans, within the manufacturer’s warranty, and other mechanical and structural defects and failures not caused by and outside of the County’s control during routine operation and shall respond within twenty-four (24) hours (normal working day, Monday-Friday) of notification by the Waste & Recycling Division. The Vendor agrees to either make the repair(s) on-site at the address specified in Section 21, or at a RDK authorized facility. The Vendor will transport the Leased Equipment requiring repair at the Vendor’s expense if the repair cannot reasonably be made on-site at the Waste & Recycling location. Vendor makes no additional warranties whatsoever, expressed, or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Leased Equipment, other than those provided by the manufacturer or agreed upon in this Agreement, including any exhibits or addenda hereto, or associated documents.

B. The Vendor shall process all paperwork in conjunction with warranty-related work or claims. The County shall not be obligated to pay the Vendor for any warranty-related repairs or replacements; however, the Vendor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Vendor.

2.5 Temporary Replacement of Leased Equipment.

A. If any Leased Equipment becomes inoperable such that the County is unable to use it for more than twenty-four (24) hours, then within twenty-four (24) hours after receipt of notice from the County, the Vendor will provide the County with comparable equipment for use in accordance with Exhibit "B".

B. If the Leased Equipment is inoperable due to a warrantable item, then the Vendor will provide such comparable replacement equipment for a \$1.00 rental fee for the entire time the County is using the replacement. If the Leased Equipment is inoperable due to any other reason besides a warrantable item, then the County will pay the Vendor, in addition to the current lease amount, a daily rental fee for the replacement equipment based on the then-current monthly charge for said equipment.

2.6 County Obligations. The County will be responsible for the preventative maintenance plans and items such as oil & filter changes, tires, belts, hoses, brakes, fluids, wipers, mechanical/structural damage resulting from the County use, as well as insurance, and permits.

2.7 Initial and Subsequent Parts Inventories. The Vendor agrees to store and conduct an initial inventory of certain agreed upon parts at the Waste & Recycling Division located at the address specified in Section 21, which parts shall be on consignment to the County. The initial parts inventory will be delivered within 60 days after the Leased Equipment has been delivered. Following receipt of the initial parts inventory, the County shall inventory such parts monthly. Based on such inventories, the County shall make payment to the Vendor for any net reduction in inventory, in accordance with Section 3.1.2 of this Agreement. The Vendor shall replenish any used inventory on a monthly basis.

2.8 Parts Ordering. The Vendor shall provide additional parts for all of the Leased Equipment as the County may order from time to time, which are not included in section 2.7 above. The Vendor shall provide on-line parts ordering capability, if available, for the County and, upon request, will provide original manufacturer part numbers. All parts ordered by the

County shall be delivered FOB to the Waste & Recycling Division, at the address specified in Section 21, within 48 hours from placement of the order. If delays in shipment beyond the reasonable control of the Vendor arise, the Vendor will be responsible to promptly provide notice to the Waste & Recycling Division regarding the details of any such delay so the County can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Vendor shall expedite all such orders as reasonably timely as is possible.

2.9 Lease of Additional Equipment. If the County requires additional vehicles, trucks, or other related equipment during the term of this Agreement beyond the Leased Equipment described in Exhibit “B”, the Waste & Recycling Division will negotiate the truck specifications, pricing, and term with the Vendor. Approval of additional trucks will require Board approval of an amendment to this Agreement executed by both parties. Any additional trucks will be delivered within forty-five (45) days of Board approval.

2.10 Non-Exclusive Provider. The Vendor recognizes and acknowledges that the County may employ several different vendors to perform the same or similar Services for the County and that the Vendor has not been employed as the exclusive agent to perform any such Services.

2.11 No Hire Agreement. During the term of this Agreement, and for a period of six (6) months thereafter, neither the County nor the Vendor shall, without the other’s written consent, deliberately solicit for employment or hire any person who is or has been employed by the other and has performed Services under this Agreement; *provided, however*, that nothing contained in this Section 2.11 shall prevent either party hereto from (i) engaging in any general solicitations or recruitment which is not directed specifically to any such employee described above, or (ii) hiring any such employee whose employment has been terminated by the other party.

3.0 **Compensation**

3.1 General

3.1.1 The County shall pay the Vendor for the Leased Equipment in accordance with Exhibit “B”.

3.1.2 The Vendor shall sell to the County all parts and accessories, including Original Equipment Manufacturer or “OEM” parts, in accordance with Sections 2.7 and

2.8 above. The County will pay the Vendor the cost of the part plus 25%, plus freight. Vendor will submit an invoice to the County for the total purchase amount of the part. The Vendor will provide Waste & Recycling a secured log in and password to access the Vendor's shared drive to verify the cost of the part as well as provide a receipt or invoice from the part supplier.

3.1.3 The Vendor agrees to send at least one manufacture trained technician, (upon request) to the Waste & Recycling Division to perform non-warranty work or training. The labor rate of \$120 per hour will be paid for all non-warranty work and training provided by Vendor. The technician must be approved by the Waste & Recycling Project Manager ("Project Manager"). This technician shall facilitate and expedite both warranty-related work and general repairs, as directed by the Project Manager. Warranty and non-warranty assignments together shall not be more than 40-hours in any week unless requested by the County and agreed by the Vendor.

3.1.4 The labor rate of no more than \$250 per hour will be paid for non-warranty work performed off-site.

3.1.5. The Vendor may request an increase to either or both of the labor rates as set forth in Sections 3.1.3 and 3.1.4 above after this Agreement has been in place for twelve (12) months and every twelve (12) month period thereafter. Rate increases will be based on the then current applicable Consumer Price Index (CPI). Any Vendor requested increase to the labor rate that is equal to or less than the CPI will require both Waste & Recycling and Procurement Director approval. Any Vendor requested increase to the labor rate that is greater than the CPI will require County Manager or Deputy County Manager approval.

3.1.6 All the Vendor's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.7 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Polk County Waste & Recycling
10 Environmental Loop Road
Winter Haven, FL 33880

3.1.8 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs

have been invoiced to the County. This account will be closed upon the County’s receipt of a Final Invoice. The Vendor hereby waives any charges not properly included on its Final Invoice.

3.1.9 The County’s payment of the Final Invoice shall not constitute evidence of the County’s acceptance of the Vendor’s performance of the Service or the County’s acceptance of any work.

3.1.10 By submitting an invoice, the Vendor’s project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Reimbursable Expenses

3.2.1 All Vendor requests for payment of out-of-pocket expenses eligible for reimbursement per under the terms of this Agreement shall be reimbursed in accordance with the County’s Reimbursable Schedule that is attached hereto as Exhibit “C” and made a part of this Agreement. The Vendor’s requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County’s Auditor. To qualify for reimbursement, the Vendor’s documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Vendor’s performance of the Services in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Vendor providing the Services and include the following:

- Overnight Deliveries
- Reproduction
- Professional Associate(s) (if preapproved in writing by County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was utilized. All such assets must be immediately surrendered by delivery to the County’s Waste & Recycling Division offices upon demand following the termination of the Agreement.

3.2.5 Vendor shall maintain a current inventory of all such assets.

4.0 **Vendor's Responsibilities**

4.1 The Vendor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Vendor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Vendor's performance or nonperformance of this Agreement. The Vendor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Vendor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Vendor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Vendor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the delivery of the Services then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii)

any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Vendor declares and warrants that neither the Vendor nor any of the Vendor’s affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Vendor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County’s policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Vendor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Vendor shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County’s Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in

the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Waste & Recycling Division
10 Environmental Loop Road
Winter Haven, FL 33880
Attention: Division Director

For Vendor: RDK Truck Sales
3214 E. Adamo Dr.
Tampa, FL 33605
Attention: Joanie Beckwith

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Vendor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in

excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Vendor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Vendor Representations

25.1 The Vendor hereby represents and warrants the following to the County:

25.1.1 Vendor is a Florida corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Vendor's performance under this Agreement will not violate or breach any contract or agreement to which the Vendor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Vendor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Vendor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Vendor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Vendor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Vendor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Vendor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Vendor is authorized to do so.

26.0 Default and Remedy

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives

written notice of the default from the Vendor, then the Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Vendor the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil

disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Vendor shall notify the County if any of the Vendor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Vendor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Vendor shall remove without consequence to the County any of the Vendor's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Vendor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Richard Kemner

Name: Steve Gonser

Name: Shawn Gonser

Name: Austin Lee

Name: Joanie Beckwith

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or

services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County’s unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached “AFFIDAVIT CERTIFICATION IMMIGRATION LAWS” form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: Alison Holland
Deputy Clerk

By: W.C. Braswell
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County 3/5/24



H-4

Reviewed as to form and legal sufficiency:

Sandra B. H. 2/21/24
County Attorney's Office Date

ATTEST:

RDK Assets, Inc. dba RDK Truck Sales
a Florida corporation

By: Connie Nicholas

By: Richard D. Kemner

Car Nicholas
PRINT NAME

Richard D. Kemner
PRINT NAME

Title Clerk
TITLE

V/P
TITLE

Date: 2/23/24

SEAL





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
RDK ASSETS INC

Filing Information

Document Number P21000011636
FEI/EIN Number 86-2038316
Date Filed 02/10/2021
State FL
Status ACTIVE

Principal Address

3214 ADAMO DR
TAMPA, FL 33605

Mailing Address

3214 ADAMO DR
TAMPA, FL 33605

Registered Agent Name & Address

DEMARIA, JOSEPH A
6000 NW 77TH CT
MIAMI, FL 33166

Officer/Director Detail

Name & Address

Title P

JOSEPH A DEMARIA
6000 NW 77TH CT.
MIAMI, FL 33166

Title VP

KEMNER, RICHARD
3214 ADAMO DR
TAMPA, FL 33605

Title ST

Item 12A.

DEMARIA, DANA
6000 NW 77TH CT
MIAMI, FL 33166

Annual Reports

Report Year	Filed Date
2022	04/21/2022
2023	03/21/2023

Document Images

03/21/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- Domestic Profit	View image in PDF format

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing long term waste collection truck leasing as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-124, Long Term Waste Collection Truck Lease

Description: Provide long term waste collection truck leasing for the Waste & Recycling Division.

Receiving Period: Prior to 2:00 p.m., Wednesday, December 27, 2023.

Bid Opening: Wednesday, December 27, 2023, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions:

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, December 18, 2023, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 24-124

RFP Title: Long Term Waste Collection Truck Lease

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-124, Long Term Waste Collection Truck Lease” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	24-124
RFP Title	Long Term Waste Collection Truck Lease
Due Date/Time:	December 27, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 24-124 Tab 1”

“RFP 24-124 Tab 2”

“RFP 24-124 Tab 3”

“RFP 24-124 Tab 4”

“RFP 24-124 Tab 5”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://www.youtube.com/watch?v=vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 24-124

Long Term Waste Collection Truck Lease

Sealed proposals will be received in the Procurement Division, Wednesday, December 27, 2023, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the “RFP”). The failure of a responding proposer (a “Proposer”) to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the “County”) which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County’s website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a “Proposal”) to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, December 18, 2023, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757**

Introduction/Background

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified vendors to provide leasing opportunities for a 28-33-yard Automated Side Load Waste Collection Truck(s) (ASL), 27-32-yard Rear Loading Waste Collection Truck(s) (REL), and 8-yard Mini REL "Pup Truck" Waste Collection Truck(s) (PUP), with comprehensive lease maintenance agreements which will be utilized by Waste & Recycling for residential solid waste collections.

Polk County currently provides Residential Curbside Collection services for the southern region of the county. The County provides these services to approximately 1,300 residents and currently leases 3 trucks to perform these services. One ASL, one REL and one PUP. The current agreement to lease the 3 trucks expires on March 19, 2024.

The County anticipates expanding its service area to approximately 13,000 residents on October 1, 2024. It is anticipated that this increase in service delivery will require the County to lease 9 trucks to be available, outfitted and assessed by October 1, 2024.

Responders to this RFP shall be able to provide for the lease of three trucks as stated above from March 19, 2024, through September 30, 2024, and starting no later than April 1, 2024, increase the number of trucks to those identified under the scope of services below.

It is the intent of the County to enter into an agreement with one firm.

Scope of Services

1. The successful Proposer should be able to deliver the following vehicles, as further described below, to the Waste & Recycling Division within 30 calendar days of the resulting executed lease agreement.
 - four (4) ASL's,
 - four (4) REL's
 - one (1) PUP truck (unit)

2. In the event the County decides to increase its Residential Curbside Collection service area at any time within the term of the agreement, the successful Proposer shall be equipped to lease Waste & Recycling up to ten (10) additional trucks within 45 calendar days upon notice by the Waste & Recycling Division. Pricing and term of additional trucks will be negotiated by Waste & Recycling.

3. The successful Proposer shall warrant each unit for repairs required outside the scope of preventative maintenance plans, within the manufacturer's warranty, and other mechanical and structural defects and failures not caused by and outside of the County's control during routine operation. However, Waste & Recycling will be responsible for the preventative maintenance plans and items such as oil & filter changes, tires, belts, hoses, brakes, fluids, wipers, mechanical/structural damage resulting from County use, as well as insurance, permits and licensing.

4. If the Equipment becomes inoperable for any reason other than Lessee's failure to provide its required maintenance of the Equipment such that Lessee is unable to use the Equipment for more than twenty-four (24) hours, then within twenty-four (24) hours after receipt of notice from Lessee, the Lessor will provide Lessee comparable Equipment for use in accordance with the Lease Agreement. If the Equipment is inoperable due to a warrantable item, then the Lessor will provide

the replacement equipment for a \$1.00 rental fee. If the Equipment is inoperable for other reasons, then Lessee will pay the Lessor a daily rental fee for the replacement equipment based on the then-current monthly charge for that particular type of equipment.

5. The Proposer agrees to allow Waste & Recycling to configure the units for their intended use including but not limited to; installation of exterior RFID hardware and sensors and/or cameras, GPS equipment, 2-way radio, antennas, monitors and mounts. The County will self-perform and pay for these services.
6. All units leased by the successful Proposer shall be the current manufacturer's year at the time the lease begins.
7. Units to be leased shall have materials that are rated for commercial use and manufactured for the purpose of disposal collection.
8. Waste & Recycling will need to adhere their County Division's logo and relevant signage for the term of the agreement.
9. Waste & Recycling requires the unit's specifications provided by the successful Proposer to be similar or exact to the following:

ASL Truck Specifications

- a. Current manufacturer's model
- b. Minimum 350 HP Cummins diesel or equivalent
- c. Allison automatic transmission
- d. Heil Durapack Python or Durapack Rapid Rail body or equivalent
- e. 28-33 yard capacity
- f. 75-100 gallon fuel capacity
- g. White cab/body
- h. Right/left drive side with passenger air horn

REL Truck Specifications

- a. Current manufacturer's model
- b. Minimum 350 HP Cummins diesel or equivalent
- c. Allison automatic transmission
- d. Heil Durapack 5000 body or equivalent
- e. 27-32 yard capacity
- f. 75-100 gallon fuel capacity
- g. Double hydraulic lifts, or tippers, compatible with standard 60-95 gallon two bar style carts
- h. White cab/body

PUP Truck Specifications

- a. Current manufacturer's model
- b. Under weight and transportation requirements to classify as CDL
- c. Automatic transmission
- d. 8-yard capacity
- e. Extended and up to 40 gallon fuel capacity
- f. Single hydraulic lift, or tipper, compatible with standard 60-95 gallon two bar style carts
- g. White cab/body

If additional trucks and/or truck types are needed during the term of the resulting agreement, the Waste & Recycling Division will negotiate the truck specifications, pricing, and term with the successful Proposer. Approval of additional trucks will require Board approval.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.

AGREEMENT

The term of this agreement will be for approximately 8 years. The actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your company, experience, number of years in business, contact name, company address, phone number and email address of contact person who can sign on behalf of your entity and will be assigned as the main contact for the resulting agreement. (One page, single or double sided)
- Please identify and provide contact information for the dedicated personnel that will be managing the agreement, to include the company's maintenance technician, and the company's parts and accessories representative. (One page, single or double sided)

Tab 2, Experience and Expertise (35 Points)

- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) truck lease agreements that demonstrates your firm's experience with long term truck leasing for similar scope of work services in the past five (5) years. For each

project identified please include (2 pages for each project, single or doubled sided):

- Client name
- Contact person
- Contact's phone number and email address
- Cost of the services
- Start and end date of project
- Brief description of the services provided to include types of trucks provided.
- Copy of lease agreement

Tab 3, Approach and Methodology (40 points)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project to include the requested maintenance and repair requirements as outlined in the scope of work. (Two page, single or double sided)
- Please provide the truck information you are proposing for each of the three truck types requested (ASL, REL, PUP) to ensure the Proposer will be providing the exact or similar trucks as outlined under Scope of Services, Item #9.

ASL Truck Specifications

- a. Current manufacturer's year, make, and model?
- b. Minimum 350 HP Cummins diesel or equivalent?
- c. Allison automatic transmission or equivalent?
- d. Heil Durapack Python or Durapack Rapid Rail body or equivalent?
- e. 28-33 yard capacity?
- f. 75-100 gallon fuel capacity?
- g. White cab/body – please confirm
- h. Right/left drive side with passenger air horn – please confirm

REL Truck Specifications

- a. Current manufacturer's year, make, and model?
- b. Minimum 350 HP Cummins diesel or equivalent?

- c. Allison automatic transmission or equivalent?
- d. Heil Durapack 5000 body or equivalent?
- e. 27-32 yard capacity?
- f. 75-100 gallon fuel capacity?
- g. Double hydraulic lifts, or tippers, compatible with standard 60-95 gallon two bar style carts?
- h. White cab/body – please confirm

PUP Truck Specifications

- a. Current manufacturer's year, make, and model?
- b. Under weight and transportation requirements to classify as CDL?
- c. Automatic transmission – please confirm
- d. 8-yard capacity – please confirm
- e. Extended and up to 40 gallon fuel capacity – please confirm
- f. Single hydraulic lift, or tipper, compatible with standard 60-95 gallon two bar style carts?
- g. White cab/body – please confirm

Tab 4, Cost (15 Points)

- Please provide the cost to lease each truck type by utilizing Attachment "A": behind this tab. Proposers must provide costing for each truck type to be considered responsive.
- Lease price should be based on an 8 year term to include all truck(s) delivery and pick up charges.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the lease agreements identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)

- Average Score between 3-4 (4 Points)
- Average Score between 1-2 (2 Points)
- Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4)-15 points
 - Surveys of Past Performance (Tab 5)-10 points
- Subtotal Points-25 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2)-35 points
 - Approach and Methodology (Tab 3)-40 points
- Subtotal Points-75 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected Contractor, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as

an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for

trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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/proposal 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group,

association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Contractors which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers

should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form
(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e., Hillsborough Landfill).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Truck Leases for Hillsborough Landfill), Etc.
COST OF SERVICES	Cost of services (\$300,000)
DATE COMPLETE	Date when the services were completed. (i.e., 5/31/2020)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County
RFP 24-124, Long Term Waste Collection Truck Lease**

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Timeliness and adherence to agreement in supplying a loaner truck for a down lease truck	(1-10)	
2	Ability to maintain project schedule (deliver on-time/early)	(1-10)	
3	Timeliness and quality of maintenance/repairs	(1-10)	
4	Professionalism and ability to manage obligations	(1-10)	
5	Lease termination close out process	(1-10)	
6	Ability and availability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to maintain proper documentation	(1-10)	
9	Overall, Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-124, Long Term Waste Collection Truck Lease

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the contractor identified below (the “Contractor”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “County”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “Contract”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2023.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

Attachment "A"

Tab 4		
RFP Cost Sheet		
Item	Description	*Unit Price Per Month
Automated Side Load Waste Collection Truck (ASL)	Lease of new ASL, as per Specifications	
Rear Loading Waste Collection Truck (REL)	Lease of new REL, as per Specifications	
Mini REL (Pup Truck)	Lease of new PUP, as per Specifications	
	Total	
*The monthly rates should be calculated assuming an 8 year lease per truck type.		
Proposer's Name		



3214 Adamo Dr. Tampa, Florida 33605

Toll-Free 866-473-5872

Exhibit Aii



POLK
COUNTY

RFP# 24-124



Toll-Free: 1-888-735-8799
3214 Item 12A. r.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

RDK Truck Sales located in Tampa Florida was founded by Richard D. Kemner in July of 1997. Richard Kemner has over 38 years of experience in the waste industry and has extensive knowledge of the operations of waste hauling companies and their needs. RDK provides new, used, and reconditioned refuse equipment and garbage trucks including roll-off trucks, front loaders, rear loaders, side loaders, recycling trucks, cab & chassis, and grapple trucks. Since its conception, RDK has expanded into the garbage truck service; parts, rental, financing, and leasing industries to become a dominant leader in the waste and recycling industries. RDK specializes in assisting local and state municipalities with their new and used refuse equipment needs as well as helping start-up companies.

RDK's comprehensive understanding of the industry, coupled with our adeptness in structuring lease terms spanning from 12 months onward, has greatly contributed to our success in providing flexible lease solutions to our partners.

RDK Truck Sales prides itself on providing superior customer satisfaction and service by employing some of the most highly skilled and experienced staff who maintain high standards of honesty and integrity, the same principles on which the company was founded. We have thousands of satisfied and repeat customers and provide prompt delivery anywhere in the world.



Toll-Free: 1-888-Item 12A.
3214
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

RDK Dedicated Personnel Contact Information

Richard Kemner
VP RDK Truck Sales
813-833-6000
Richard@RDK.com

Steve Gonser
Operations Manager
813-240-3205
steve@rdk.com

Shawn Gonser
Master Refuse Specialists
813-758-5492
shawn@rdk.com

Austin Lee
Parts Manager
813-947-1021
austin@rdk.com



Toll-Free: 1-888-325-0709
3214 Item 12A.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Experience and Expertise

RDK Truck Sales has provided lease trucks to all size fleets on a nationwide level and specializes in the refuse industry since 1997.

RDK continues to demonstrate exceptional expertise in the field of lease programs for all types and sizes of refuse trucks.

RDK plays a pivotal role in cultivating our organization's proficiency in offering lease programs tailored specifically for refuse trucks.

RDK has and continues to provide trucks for lease programs that span from 1 truck to 20 trucks that coincide with terms that span from 12 months to 36 months.

RDK has over 80 technicians that specialize in the service, maintenance and repair of refuse equipment on a daily basis.



Toll-Free: 1-888-725-8709
3214 Item 12A.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Truck Lease Agreements

City of Bainbridge
Brittany Strickland
229-248-2018

brittany@bainbridgecity.com

\$5697.00 monthly to \$7571.00 span of over 4 years currently.

RDK currently provides and has been providing the City of Bainbridge with automated side load and front load garbage trucks for over 4 years.

Stack # 108524/107946 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	Lessee Information	Shipping Address
Customer #	11812	_____
Customer Name	City of Bainbridge	_____
	1503 Pierce Street	_____
	Bainbridge, Ga 39817	_____

Phone # 229-258-2018	P.O. #/Job # _____	Ordered By City of Bainbridge
Project _____	Job Location _____	Salesman Gaspar Lasanta
Delivered By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____		Date/Time Shipped _____
Returned By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____		Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
BALHCYD25NDNM0323		2022 Freightliner ASL	12 Month	\$ 5,897.00	\$ 68,364.00

Note: Lease Agreement is valid for a period of one (12) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales at an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 68,364.00
Tax Rate 0	Sales Tax \$ 0.00
	Transportation \$ 0.00
	Total \$ 68,364.00
Replacement Value of Vehicle 279,900.00	Total Due \$ 68,364.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 60% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature [Signature] Date _____
 Lessee Name/Title (Print) Roy Oliver Assistant City Manager Prepared By: Joanie Beckwith
 Company Name City of Bainbridge Reviewed By: _____

RKTR 01/21/2022



Toll-Free: 1-888-725-8789
3214 / Item 12A. r.
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Truck Lease Agreements

Town of Dundee

Tandra Davis

863-438-8330

tdavis@townofdundee.com

\$3970.00 monthly to \$6750.00 span of over 2
years currently.

RDK currently provides and has been providing
the Town of Dundee with automated side load and
rear load garbage trucks for over 2 years.

Stock #108141 Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information		Shipping Address
Customer #	13538	
Customer Name	Town of Dundee	
	202 East Main Street	
	Dundee, FL 33838	
Phone #863-438-8330 ext 222	P.O. #/Job# <u>23-06045</u>	Ordered By: <u>Town of Dundee</u>
Project	Job Location	Salesman
Delivered By: <input checked="" type="checkbox"/> RDK <input type="checkbox"/> Lessee <input type="checkbox"/> Other		Date/Time Shipped
Returned By: <input type="checkbox"/> RDK <input type="checkbox"/> Lessee <input type="checkbox"/> Other		Date/Time Shipped

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
IFVHCYDZ3NHNT5762		2022 Freightliner M2 Side Loader 31 Yard	13 Month Lease	\$750.00	\$7750.00

Note: Lease Agreement is valid for a period of (13) months and cannot be cancelled. Equipment is to be returned to RDK Assets, INC. dba RDK Truck Sales or authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (See 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.
 Oil & filters must be changed every 200 hours.
 Customer is responsible for displaying name and DOT
 All reimbursable repairs need prior approval from RDK

Payment	\$ 6750.00 monthly
Tax Rate	_____
Sales Tax	\$ 0.00
Transportation	deliver
Security Deposit (Cash/Credit)	\$ 0.00
Total Due	\$ 6750.00

Replacement Value of Vehicle: \$306900.00

Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC. dba RDK Truck Sales

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions; Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO); AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN SEVERAL PARTS.

Lessee Signature: [Signature] Prepared By: Joanie Beckwith 3/6/2023
 Lessee Name (please print): THOMAS DAVIS Reviewed By: _____
 Title: Truck Manager

RKTL 12/15/2021

Stock # 107218

Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adams Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 13838
 Customer Name Town of Dundee
202 East Main Street
Dundee, FL 33828

33628
Town of Dundee
202 East Main Street
Dundee, FL 33828

Phone # 884-488-8930 Ext: 222 P.O. #/Job # _____
 Project _____ Job Location _____
 Delivered By: RDK Lessee Other _____
 Returned By: RDK Lessee Other _____

Ordered By Town of Dundee
 Salesman Randy Robinson
 Date/Time Shipped _____
 Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term (Months)	Rate	Total
3ALACVFE2M0R01899		2021 Freightliner M2 Rear Loader	13	\$3,970.00	\$51,810.00

Note: Lessee responsible for fuel for a period of one (1) month and cannot be exceeded. Equipment to be returned to RDK Assets, Inc. with 100% tank. Lessee responsible for all repairs, fuel and damage. See manual for details of equipment type.
 Lease Start/End: _____ Mileage Out: _____ Hours Out: _____ Mileage In: _____ Hours In: _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.
 Oil & filters must be changed every 200 hours.
 Customer is responsible for displaying name and DOT.
 All reimburseable repairs need prior approval from RDK Assets, INC.

Tax Rate .0 Payment \$3,970.00
 Sales Tax 3.200
 Transportation 50.00

Security Deposit* (Cash/Check) \$0.00
 Total Due \$51,810.00

Replacement Value of Vehicle \$255,000.00

(*Security Deposit, net of any physical damage assessment, will be returned upon completion of lease (maximum by RDK Assets, Inc. dba RDK Truck Sales) unless there is a claim for damage. LESSOR AND RENTER MUST ADVISE LESSOR WHEN READY FOR PICK UP. LESSOR AUTHORIZES THE DELETION OF ANY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR THEFT OR LOSS DELIVERED. LESSOR IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, INSURANCE, PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be returned with the specified equipment listed herein required by the law, who is either leased as an authorized operator or both in this Agreement. Lessee is liable for all damage caused by changing physical details, and if equipment is used without Lessee's permission with violation of this Agreement or is damaged as a result of accident, overloading or fire (no fireproof tank), or conditions pertaining to the Lease and Damage Provisions, Lessee shall be liable for all charges. Lessee represents that the Equipment described herein is being leased by a unit that is in a good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, THE LESSOR HEREBY WARRANTS THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE. LESSOR AND RENTER AGREE ON THE EXECUTION OF THIS AGREEMENT (PAGE TWO) AND LESSOR REPRESENTS THAT LESSOR HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. IT IS FURTHER AGREED THAT LESSOR HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT, ON THE PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AGREEMENT AGREEMENT MAY BE RECALCULATED AND IMPROVED IN FUTURE PERIODS.

Lessee Signature: [Signature] Prepared By: Johnnie Blinn Date: 3/5/23
 Lessee Name/Company (Please Print): Town of Dundee Reviewed By: Tiffany Kemper Date: 3/5/23
 Title: Town Manager



Toll-Free: 1-888-3214-Item 12A-39
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Truck Lease Agreements

City of Apopka

Josh Robinson

407-703-1625

jrobinson@apopka.net

\$6500.00 monthly to \$8000.00 span of over 2
years currently.

RDK currently provides and has been providing
the City of Apopka with rear load garbage trucks
for over 2 years.

Stock # 107584

Invoice #

Item 12A.

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # _____
 Customer Name City of Apopka
120 Main St.
Apopka, FL 32703

Same _____

Phone # 407-703-1700 P.O. #/Job # _____ Ordered By Josh Robinson
 Project Truck Down Job Location Apopka, FL Salesman Gaspar
 Delivered By: RKTR Lessee Other _____ Date/Time Shipped 5-26-22
 Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Rental Term Monthly	Rate	Total
2FZHCHBS18AY54425	MEO 8AB	2008 Sterling R/L	1 <u>yr</u>	\$ 8,000.00	\$ 8,000.00

Note: Rental Agreement is valid for a period of one (1) year and can be cancelled by returning equipment to RDK Assets, INC, dba RDK Truck Sales or an authorized rental location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Rental Starts 05-24-22 Mileage Out 32,640 Hours Out _____ Mileage In _____ Hours In _____

rental rate is \$ \$ 8,000.00 If changes occur, applicable rental charges will result.

No more than 60 hours per work week.
 Customer is responsible for permits, licensing and repairs.
 Oil & filters must be changed every 200 hours.
 Customer is responsible for IFTA mileage tracking and reporting. Customer is responsible for displaying name and DOT Number on cab.
 All reimbursable repairs need prior approval from RDK Assets, INC.

Rental Amount	\$ 8,000.00
Tax Rate <u>0.00%</u>	
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 8,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Total Due	\$ 8,000.00

Minimum Rental Contract: 12-Month
 Replacement Value of Vehicle: \$99,900.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 80% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature Josh Robinson Digitally signed by Josh Robinson, Date: 2022.10.31 14:52:33 -0400 Prepared By: _____ Date _____
 Lessee Name (please print) _____ Reviewed By: _____
 Drivers License # R152-245-85-217-0 State _____ Credit Approved By: _____
 Company Name City of Apopka Security Deposit Received: _____
 Date _____ Security Deposit Returned: _____

RKTR 3/22/2021



Toll-Free: 1-888-725-8799
3214 Item 12A
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Truck Lease Agreements

City of Winter Garden

Michael Caines

407-310-0695

mcaines@cwgdn.com

\$6775.00 monthly to \$6775.00 span of over 4 years currently.

RDK currently provides and has been providing the City of Winter Garden with automated side load and rear load garbage trucks for over 4 years.

Stock # 165431 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adriano Dr • Tampa, Florida 33606 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information	Shipping Address
Customer # <u>11871</u>	
Customer Name <u>City of Winter Garden</u>	<u>SAME</u>
<u>690 W. Bay St</u>	
<u>Winter Garden, Florida 34787</u>	

Phone # <u>407-977-6475</u>	P.O. #/Job # _____	Ordered By <u>Michael Gaines</u>
Project _____	Job Location _____	Salesman <u>Jogris</u>
Delivered By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____		Date/Time Shipped _____
Returned By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____		Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Months	Rate	Total
1M2LR2GC6PW007782	TBD	2023 Mack ASL	36	\$ 5,775.91	\$ 243,918.36

Notice: This Agreement is valid for a period of one (36) months and cannot be extended. Equipment is to be returned to RDK Assets, INC. dba RDK Truck Sales at an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See return site (See 2) for address of home.

Lease Starts 2/2/23 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.
Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Tax Rate <u>0</u>	Lease Amount <u>\$ 243,918.36</u>
	Sales Tax <u>\$ 0.00</u>
	Transportation <u>\$ 0.00</u>

Total \$ 243,918.36

Replacement Value of Vehicle: 345000.00

Total Due \$ 243,918.36

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 80% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by loading/unloading of cargo, and if equipment is used without Lessee's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (vehicle condition) or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that this equipment has been fully inspected by him and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____	Policy No. _____	Exp. Date: _____
Minimum Property Damage Coverage \$ _____	Date Insurance Certificate Received _____	

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL, AND THIS AGREEMENT MAY BE REPRODUCED AND COPIED BY EITHER PARTY.

Lessee Signature <u>[Signature]</u>	Prepared By: <u>Jeanie Beckwith</u>	Date: <u>2/2/23</u>
Lessee Name/Title (Print) <u>Michael Gaines, Operations Mgr</u>	Reviewed By: _____	
Company Name <u>CITY OF WINTER GARDEN</u>		

RKTR 01/21/2023



Toll-Free: 1-888-725-8709
3214 Item 12A r.
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Truck Lease Agreements

City of Madison

Jerome Wyche

850-973-5081

lee.anne.hall@cityofmadisonfl.com

\$6125.00 monthly to \$6125.00 span of over 4
years currently.

RDK currently provides and has been providing
the City of Madison with rear load garbage trucks
for over 4 years.

Stock # 108480 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information Customer # <u>11934</u> Customer Name <u>City of Madlen Florida</u> <u>321 Ruffeige St</u> <u>Madison, FL 32340</u>	Shipping Address _____ _____ _____
---	--

Phone # <u>8509735081</u>	P.O. #/Job # _____	Ordered By <u>Gerome</u>
Project _____	Job Location _____	Salesman <u>Joanie Beckwith</u>
Delivered By: <input checked="" type="checkbox"/> RIKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____		Date/Time Shipped _____
Returned By: <input checked="" type="checkbox"/> RIKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____		Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1FVAGXFE6PHNY8445		2023 Freightliner M2108 Rear Loader	13	\$6,125.00	\$79,625.00

Note: Lease Agreement is valid for a period of (12) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC. dba RDK Truck Sales at an authorized location. Customer is responsible for ALL fire repairs, fuel and damages. See remarks also (Sec. 2) for allowance of hours.
 Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.
 Oil & filters must be changed every 200 hours.
 Customer is responsible for displaying name and DOT Number on cab.
 All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 79,625.00
Tax Rate <u>0</u>	Sales Tax \$ 0.00
	Transportation \$ 0.00
	Total \$ 79,625.00
Security Deposit* (Cash/Check)	\$ 0.00
Replacement Value of Vehicle <u>250,000.00</u>	Total Due \$ 79,625.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC. dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICKUP. LESSEE AUTHORIZES THE DETENTION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 60% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (Remarks also), or conditions announced in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COPIES.

Lessee Signature <u>[Signature]</u>	Prepared By: <u>Joanie Beckwith</u>	Date _____
Lessee Name (please print) <u>Ms Thompson, Mayor</u>	Reviewed By: _____	_____
Drivers License # _____ State _____	Credit Approved By: _____	_____
Company Name <u>City of Madison</u>	Security Deposit Received: _____	_____
Date <u>April 11, 2023</u>	Security Deposit Returned: _____	_____

RIKTR 3/22/2021



Toll-Free: 1-888-725-0709
3214 Item 12A.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Approach and Methodology

- 1. RDK will provide new trucks every 2 years.
*Trucks will always be under warranty when the county is provided new trucks every 2 years.**
- 2. RDK will stand good for all manufacturers warranties.**
- 3. RDK will pick up leased trucks for warranty or other repairs to be completed.**
- 4. RDK will supply in house parts on consignment basis for ease of maintenance.**
- 5. Supply a rental within 24 hours for \$1.00 for a downed truck.**

Concerning the truck information:

- White cab/body CONFIRMED**
- Right/left drive side with passenger air horn CONFIRMED**

Battle Motors Pac-Tech or Heil Side Loader

Battle Motors Pac-Tech or Heil Side Loaders



28, 31 Yard Pac-Tech or Heil Side Loaders

ASK US ABOUT FLEET OPPORTUNITIES 15 Trucks in Stock!

Engine Information

- L9 Cummins Engine
- 350 HP
- Engine Block Heater
- Factory Engine Warranty

Transmission

- Allison
- 3000RDS
- Automatic

Cab & Chassis Features

- 2-Man Cab
- LH Drive Cab
- Power Windows
- CARB/EPA - Clean Idle Compliant
- Heated West Coast Mirrors
- 20,000 lb. Front Axle
- 46,000 lb. Rear Axle
- 315/80R22.5 Front Tires
- 315/80R22.5 Rear Tires
- 80 Gallon Fuel Tank
- Battery Disconnect Switch with Indicator Light

Heil Side Loaders

- 28 Yard Body
- Proven Durability of the DuraPack Body
- Speed and Reliability of the Python Arm
- Rear, Side and Hopper Work Light
- Fold Down Ladder
- Side View Camera
- Back-up Camera
- 3rd Eye Hopper Camera
- LED Light Package

Pac-Tech Bandit Side Loaders

- 28, 31 Yard Body
- Full Extension is 10.5 Feet
- Full Arm Functionality at Idle
- 1,000 lb. Lifting Capacity
- Adjustable and Ergonomic Joystick
- Rear, Side and Hopper Work Light
- Easy Access Fold Down Ladder
- Side View Camera
- Back-up Camera
- Hopper Camera
- LED Light Package



Phone: 866-473-5872 · Fax: 813-241-0414 · www.rdk.com

RDK Assets, Inc. dba RDK Truck Sales. All of the information in this advertisement has been checked to the best of our abilities but mistakes occasionally occur, we apologize for any inconvenience this may cause, prices and specifications are subject to change.

Battle Motors Pac-Tech Rear Loader

Battle Motors Pac-Tech Rear Loaders

**FLEET
OPPORTUNITY**

**25 yd - \$319,900
28 yd - \$323,900**



Pac-Tech
A DIVISION OF CON-TECH MANUFACTURING, INC.



ASK US ABOUT FLEET OPPORTUNITIES 25 Trucks in Stock!

Engine Information

- L9 Cummins Engine
- 350 HP
- Engine Block Heater
- Factory Engine Warranty

Transmission

- Allison
- 3000RDS
- Automatic

Cab & Chassis Features

- LET2 Cab Style
- 5-Man Cab
- LH Drive Cab
- Power Windows
- Overhead Console/Radio
- AM/FM Bluetooth Hands Free Radio
- Tilt Steering Column
- Cruise Control on Steering Column
- CARB/EPA - Clean Idle Compliant
- Heated West Coast Mirrors
- Air Ride Driver Seat

80 Gallon Fuel Tank

- Battery Disconnect Switch with Indicator Light
- DEF Tank Mounted Behind RH Fender
- Bendix Air Dryer
- Dual Undercab Mounted Air Horns
- 20,000 lb. Front Axle
- 46,000 lb. Rear Axle
- 315/80R22.5 Front Tires (other sizes available)
- 315/80R22.5 Rear Tires (other sizes available)

Pac-Tech Rear Loader Body

- 25-28 Yard Bodies
- Replaceable Components, Load edges, Slide/Sweep Bushing, Fenders, Lightbars and More!
- Fastest Cycle Time
- Safety Vision Camera System with 7" Monitor
- Easy Access Fold-out Ladder
- Options: Kick Bar, Single or Dual Cart Tippers, Lip and Latch System, Reaving Winch



Phone: 866-473-5872 · Fax: 813-241-0414 · www.rdk.com

RDK Assets, Inc. dba RDK Truck Sales. All of the information in this advertisement has been checked to the best of our abilities but mistakes occasionally occur, we apologize for any inconvenience this may cause, prices and specifications are subject to change.

ISUZU NRR & FVR REAR LOADERS

Isuzu NRR & FVR Rear Loaders in Stock!

**FLEET
OPPORTUNITY**



**8 yd Pac-Mac
\$194,900
13 yd Pac-Mac
\$204,900**



(10) 8 Yard and (4) 13 Yard Rear Loaders in Stock!

Engine Information

- 215 H.P. Isuzu 4HKI-TC Engine
- Factory Engine Warranty

Transmission

- Aisin
- A465-6
- 6 Speed Automatic

Cab & Chassis Features

- 50 Gallon Fuel Tank
- 5 Gallon DEF Tank
- Integral AC/Heat
- Air Horn
- Power Windows
- Power Heated Mirrors
- High Back Air Driver Seat
- AM/FM/WB/USB/Bluetooth
- Painted Front Bumper
- 2 Batteries-1200 CCA

Frame & Suspension

- 12,000 lb. Front Axle
- 23,000 lb. Rear Axle
- 11R22.5 Front & Rear Tires
- Steel Front Wheels
- Steel Rear Wheels

Rear Loader Body

- 8 and 13 Yard Available
- Amber Strobe Lights
- All LED Body Lighting
- Camera System
- Powder Coat Paint
- Petersen Smart Lights
- Work Lights
- Winch (optional)
- Cart Tippers (optional)



Phone: 866-473-5872 · Fax: 813-241-0414 · www.rdk.com

RDK Assets, Inc. dba RDK Truck Sales. All of the information in this advertisement has been checked to the best of our abilities but mistakes occasionally occur, we apologize for any inconvenience this may cause, prices and specifications are subject to change.

Attachment "A"

Tab 4		
RFP Cost Sheet		
Item	Description	*Unit Price Per Month
(1) Automated Side Load Waste Collection Truck (ASL)	Lease of new ASL, as per Specifications	* \$ 8500.00 <u>PER UNIT</u>
(1) Rear Loading Waste Collection Truck (REL)	Lease of new REL, as per Specifications	* \$ 8000.00 <u>PER UNIT</u>
(1) Mini REL (Pup Truck)	Lease of new PUP, as per Specifications	* \$ 6000.00 <u>PER UNIT</u>
	Total	\$ 22,500.00
*The monthly rates should be calculated assuming an 8 year lease per truck type.		
Proposer's Name	RDK Truck Sales	

RFP 24-124, Long Term Waste Collection Truck Lease

Survey Questionnaire – Polk County

RFP 24-124, Long Term Waste Collection Truck Lease

To: Brittany Strickland (Name of Person completing survey)
City of Bainbridge (Name of Client Company/Contractor)
 Phone Number: 229-248-2018 Email: brittanys@bainbridgecity.com

Subject: Past Performance Survey of Similar work:

Project name: Lease Trucks

Name of Vendor being surveyed: RDK Truck Sales

Cost of Services: Original Cost: \$5697.00 monthly Ending Cost: \$7571.00 monthly

Contract Start Date: 2021 Contract End Date: on going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Timeliness and adherence to agreement in supplying a loaner truck for a down lease truck	(1-10)	10
2	Ability to maintain project schedule (deliver on-time/early)	(1-10)	10
3	Timeliness and quality of maintenance/repairs	(1-10)	10
4	Professionalism and ability to manage obligations	(1-10)	10
5	Lease termination close out process	(1-10)	10
6	Ability and availability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to maintain proper documentation	(1-10)	10
9	Overall, Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Brittany Strickland

Signature of Evaluator: Brittany Strickland

Please fax or email the completed survey to: Joanie@RDK.com

RFP 24-124, Long Term Waste Collection Truck Lease

Survey Questionnaire – Polk County

RFP 24-124, Long Term Waste Collection Truck Lease

To: Tandra Davis (Name of Person completing survey)
Town of Dundee (Name of Client Company/Contractor)
 Phone Number: 863-438-8330 Email: tdavis@townofdundee.com

Subject: Past Performance Survey of Similar work:

Project name: Lease of ASL's + REL 13 Months Term

Name of Vendor being surveyed: RDK Truck Sales

Cost of Services: Original Cost: \$970(REL) \$6750(ASL) Month Ending Cost: \$970(REL) \$6750(ASL) Month

Contract Start Date: 12/2021 Contract End Date: 6/2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Timeliness and adherence to agreement in supplying a loaner truck for a down lease truck	(1-10)	10
2	Ability to maintain project schedule (deliver on-time/early)	(1-10)	10
3	Timeliness and quality of maintenance/repairs	(1-10)	10
4	Professionalism and ability to manage obligations	(1-10)	10
5	Lease termination close out process	(1-10)	10
6	Ability and availability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to maintain proper documentation	(1-10)	10
9	Overall, Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Tandra Davis, Town Manager

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: Joanie@RDK.com

RFP 24-124, Long Term Waste Collection Truck Lease

Survey Questionnaire – Polk County

RFP 24-124, Long Term Waste Collection Truck Lease

To: Josh Robinson (Name of Person completing survey)
City of Apopka (Name of Client Company/Contractor)
 Phone Number: 407-703-1625 Email: Jrobinson@apopka.net

Subject: Past Performance Survey of Similar work:

Project name: Lease 12 months Rear Load

Name of Vendor being surveyed: RDK Truck Sales

Cost of Services: Original Cost: \$1500.00 monthly Ending Cost: \$2500.00 monthly

Contract Start Date: 6/2023 Contract End Date: 6/2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Timeliness and adherence to agreement in supplying a loaner truck for a down lease truck	(1-10)	10
2	Ability to maintain project schedule (deliver on-time/early)	(1-10)	10
3	Timeliness and quality of maintenance/repairs	(1-10)	10
4	Professionalism and ability to manage obligations	(1-10)	10
5	Lease termination close out process	(1-10)	10
6	Ability and availability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to maintain proper documentation	(1-10)	10
9	Overall, Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator: Josh Robinson

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: Joanie@RDK.com

RFP 24-124, Long Term Waste Collection Truck Lease

Survey Questionnaire – Polk County

RFP 24-124, Long Term Waste Collection Truck Lease

To: Mike Caines (Name of Person completing survey)
City of Winter Garden (Name of Client Company/Contractor)
 Phone Number: 407-310-0695 Email: MCaines@cwgn.com

Subject: Past Performance Survey of Similar work:

Project name: 36 month lease ASL

Name of Vendor being surveyed: RDK Truck Sales

Cost of Services: Original Cost: \$6775.00 Monthly Ending Cost: \$6775.00 Monthly

Contract Start Date: 2/2023 Contract End Date: 3/2026

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Timeliness and adherence to agreement in supplying a loaner truck for a down lease truck	(1-10)	10
2	Ability to maintain project schedule (deliver on-time/early)	(1-10)	10
3	Timeliness and quality of maintenance/repairs	(1-10)	10
4	Professionalism and ability to manage obligations	(1-10)	10
5	Lease termination close out process	(1-10)	
6	Ability and availability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to maintain proper documentation	(1-10)	10
9	Overall, Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator MICHAEL CAINES

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: Joanie@RDK.com

RFP 24-124, Long Term Waste Collection Truck Lease

Survey Questionnaire - Polk County

RFP 24-124, Long Term Waste Collection Truck Lease

To: Jerome Wyche (Name of Person completing survey)

City of Madison (Name of Client Company/Contractor)

Phone Number: 850-973-5081 Email: Lee Anne Hall@cityofmadisonfl.com

Subject: Past Performance Survey of Similar work:

Project name: 13 Month's Lease Rearload

Name of Vendor being surveyed: RDK Truck Sales

Cost of Services: Original Cost: \$6125.00 monthly Ending Cost: \$6125.00 monthly

Contract Start Date: 4/2023 Contract End Date: 5/2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Timeliness and adherence to agreement in supplying a loaner truck for a down lease truck	(1-10)	10
2	Ability to maintain project schedule (deliver on-time/early)	(1-10)	10
3	Timeliness and quality of maintenance/repairs	(1-10)	10
4	Professionalism and ability to manage obligations	(1-10)	10
5	Lease termination close out process	(1-10)	10
6	Ability and availability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to maintain proper documentation	(1-10)	10
9	Overall, Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Jerome Wyche

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: Jeanie@RDK.com

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: RDK ASSETS, Inc.DBA/Fictitious Name (if applicable): RDK TRUCK SalesTIN #: 86-2038316Address: 3214 E. Adams DrCity: TAMPAState: FloridaZip Code: 33605County: Hillsborough

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Joanie BeckwithPhone Number: 813-241-0711Cell Phone Number: 813-210-1948Email Address: Joanie@RDK.com

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter S
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: FLORIDA

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): RDK Truck Sales does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: Joanie Beckwith

Date: 12/20/2023

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RDK ASSETS, INC.

2 Business name/disregarded entity name, if different from above
RDK TRUCK SALES

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3214 E Adamo Dr.

6 City, state, and ZIP code
Tampa, FL 33605

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

8	6	-	2	0	3	8	3	1	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1/3/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-124, Long Term Waste Collection Truck Lease

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: RDK Assets Inc

Signature: [Handwritten Signature]

Title: Controller

Date: 12/20/2023

State of: Florida

County of: Hillsborough

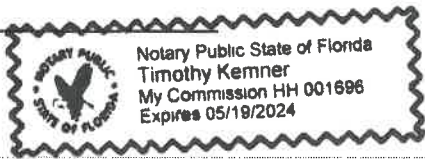
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of December, 2023, by Dave Schreiner (name) as manager (title of officer) of RDK Assets Inc (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]

Printed Name of Notary Public: Timothy Kemner

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP# 24-124

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 20th day of December, 2023.

ATTEST:

By: [Signature]

PRINTED NAME: Timothy Kemner

Its: manager

CONTRACTOR:

By: [Signature]

PRINTED NAME: D. Schreiner

its: Contractor

Exhibit “B” RDK Asset Leases

Stock # 109100 Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 13990
Customer Name Polk County
10 Environmental Loop
Winter Haven, Fl 33880

Phone # 8632844319 P.O. #/Job # RFP# 24-124 Ordered By Polk County RFP# 24-124
Project RFP# 24-124 Job Location Polk County Salesman Joanie Beckwith
Delivered By: RKTR Lessee Other Date/Time Shipped _____
Returned By: RKTR Lessee Other Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
JALE5W164R7300902	Apportioned Plate	2024 Isuzu NRR Rear Load	8 YEARS 8 months	\$ 6,000.00	\$ 624,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out Hours Out Mileage In Hours In

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.
Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 624,000.00
Tax Rate 0	Sales Tax \$ 0.00
	Transportation \$ 0.00
	Total \$ 624,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Replacement Value of Vehicle: 194,900.00	Total Due \$ 624,000.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer Policy No. Exp. Date
Minimum Property Damage Coverage \$ Date Insurance Certificate Received

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature Prepared By: Joanie Beckwith Date 5/1/2024
Lessee Name (please print) Reviewed By:
Drivers License # State Credit Approved By:
Company Name Security Deposit Received:
Date Security Deposit Returned:

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. **RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
2. **CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH) Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
3. **USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
4. **SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.
5. **INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.
6. **INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, manning, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 765.28 of the Florida Statutes, or other limitations imposed on Lessee; potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this Indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 765.28, Florida Statutes, as that section existed at the inception of this Agreement.
7. **COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
8. **VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
9. **Lease** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
10. **LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
11. **DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
12. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY, THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
13. **TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
14. **ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
15. **NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.
16. **PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.070(1) of the Florida Statutes, then Lessor agrees to:
 1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
 2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
 4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 109282 Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	<i>Lessee Information</i>	<i>Shipping Address</i>
Customer #	13990	
Customer Name	Polk County	
	10 Environmental Loop	
	Winter Haven, Fl 33880	

Phone #	8632844319	P.O. #/Job #	RFP# 24-124	Ordered By	Polk County RFP# 24-124
Project	RFP# 24-124	Job Location	Polk County	Salesman	Joanie Beckwith
Delivered By:	<input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other			Date/Time Shipped	
Returned By:	<input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other			Date/Time Shipped	

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYAADAC3R1002381	Apportioned Plate	2024 Battle Side Load	8 YEARS 8 months	\$ 8,500.00	\$ 884,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 884,000.00
Tax Rate <u>0</u>	Sales Tax \$ 0.00
	Transportation \$ 0.00
	Total \$ 884,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Replacement Value of Vehicle: <u>343779.00</u>	Total Due \$ 884,000.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____	Policy No. _____	Exp. Date _____
Minimum Property Damage Coverage \$ _____	Date Insurance Certificate Received _____	

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____	Prepared By: <u>Joanie Beckwith</u>	Date <u>5/1/2024</u>
Lessee Name (please print) _____	Reviewed By: _____	
Drivers License # _____	State _____	Credit Approved By: _____
Company Name _____	Security Deposit Received: _____	
Date _____	Security Deposit Returned: _____	

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. **RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
2. **CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
3. **USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
4. **SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.
5. **INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.
6. **INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.
7. **COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
8. **VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
9. **Lease** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
10. **LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
11. **DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
12. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
13. **TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
14. **ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
15. **NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.
16. **PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:
 1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
 2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
 4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A.4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.
6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 108560 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

<i>Lessee Information</i>	<i>Shipping Address</i>
Customer # <u>13990</u>	_____
Customer Name <u>Polk County</u>	_____
<u>10 Environmental Loop</u>	_____
<u>Winter Haven, FL 33880</u>	_____

Phone # 8632844319 P.O. #/Job # RFP# 24-124 Ordered By Polk County RFP# 24-124
 Project RFP# 24-124 Job Location Polk County Salesman Joanie Beckwith
 Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____
 Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYABDAC8R1002230	Apportioned Plate	2024 Battle Rear Load	8 YEARS 8 months	\$ 8,000.00	\$ 832,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

	Lease Amount	\$ 832,000.00
Tax Rate <u>0</u>	Sales Tax	\$ 0.00
	Transportation	\$ 0.00
	Total	\$ 832,000.00
	Security Deposit* (Cash/Check)	\$ 0.00
Replacement Value of Vehicle: <u>324,900.00</u>	Total Due	\$ 832,000.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____	Prepared By: <u>Joanie Beckwith</u>	Date <u>5/1/2024</u>
Lessee Name (please print) _____	Reviewed By: _____	_____
Drivers License # _____ State _____	Credit Approved By: _____	_____
Company Name _____	Security Deposit Received: _____	_____
Date _____	Security Deposit Returned: _____	_____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 25 HOURS PER MONTH) Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 765.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lease - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of relating, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.070(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDk ASSETS, INC. dba RDk TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDk Assets, INC. dba RDk Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDk Assets, INC. dba RDk Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDk Assets, INC. dba RDk Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.
6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 109277 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	<i>Lessee Information</i>	<i>Shipping Address</i>
Customer #	<u>13990</u>	_____
Customer Name	<u>Polk County</u>	_____
	<u>10 Environmental Loop</u>	_____
	<u>Winter Haven, Fl 33880</u>	_____

Phone #	<u>8632844319</u>	P.O. #/Job #	<u>RFP# 24-124</u>	Ordered By	<u>Polk County RFP# 24-124</u>
Project	<u>RFP# 24-124</u>	Job Location	<u>Polk County</u>	Salesman	<u>Joanie Beckwith</u>
Delivered By:	<input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____			Date/Time Shipped	_____
Returned By:	<input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____			Date/Time Shipped	_____

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYAADAC5R1002804	Apportioned Plate	2024 Battle Side Load	8 YEARS 8 months	\$ 8,500.00	\$ 884,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT

Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 884,000.00
Tax Rate <u>0</u>	Sales Tax \$ 0.00
	Transportation \$ 0.00
	Total \$ 884,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Replacement Value of Vehicle: <u>343779.00</u>	Total Due \$ 884,000.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____	Policy No. _____	Exp. Date _____
Minimum Property Damage Coverage \$ _____	Date Insurance Certificate Received _____	

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____	Prepared By: <u>Joanie Beckwith</u>	Date <u>5/1/2024</u>
Lessee Name (please print) _____	Reviewed By: _____	_____
Drivers License # _____ State _____	Credit Approved By: _____	_____
Company Name _____	Security Deposit Received: _____	_____
Date _____	Security Deposit Returned: _____	_____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH) Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as above by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water and checking cooling system (engine only); and, checking the pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 788.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LEASE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of relating, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCKSALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.
6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 108559 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

<i>Lessee Information</i>	<i>Shipping Address</i>
Customer # <u>13990</u>	_____
Customer Name <u>Polk County</u>	_____
<u>10 Environmental Loop</u>	_____
<u>Winter Haven, Fl 33880</u>	_____

Phone # <u>8632844319</u>	P.O. #/Job # <u>RFP# 24-124</u>	Ordered By <u>Polk County RFP# 24-124</u>
Project <u>RFP# 24-124</u>	Job Location <u>Polk County</u>	Salesman <u>Joanie Beckwith</u>
Delivered By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____	Date/Time Shipped _____	
Returned By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other _____	Date/Time Shipped _____	

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYABDAC1R1002229	Apportioned Plate	2024 Battle Rear Load	8 YEARS 8 months	\$ 8,000.00	\$ 832,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.
Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 832,000.00
Tax Rate <u>0</u>	Sales Tax \$ 0.00
	Transportation \$ 0.00
	Total \$ 832,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Replacement Value of Vehicle: <u>324,900.00</u>	Total Due \$ 832,000.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____	Policy No. _____	Exp. Date _____
Minimum Property Damage Coverage \$ _____	Date Insurance Certificate Received _____	

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____	Prepared By: <u>Joanie Beckwith</u>	Date <u>5/1/2024</u>
Lessee Name (please print) _____	Reviewed By: _____	_____
Drivers License # _____ State _____	Credit Approved By: _____	_____
Company Name _____	Security Deposit Received: _____	_____
Date _____	Security Deposit Returned: _____	_____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificate of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, manning, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 768.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LEASE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of relaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.070(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCKSALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 109280 Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	<i>Lessee Information</i>	<i>Shipping Address</i>
Customer #	13990	
Customer Name	Polk County	
	10 Environmental Loop	
	Winter Haven, FL 33880	

Phone # 8632844319	P.O. #/Job # RFP# 24-124	Ordered By Polk County RFP# 24-124
Project RFP# 24-124	Job Location Polk County	Salesman Joanie Beckwith
Delivered By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other		Date/Time Shipped
Returned By: <input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other		Date/Time Shipped

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYAADAC7R1002383	Apportioned Plate	2024 Battle Side Load	8 YEARS 8 months	\$ 8,500.00	\$ 884,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out Hours Out Mileage In Hours In

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs. Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 884,000.00
Tax Rate 0	
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 884,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Total Due	\$ 884,000.00

Replacement Value of Vehicle: 343779.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer	Policy No.	Exp. Date
Minimum Property Damage Coverage \$	Date Insurance Certificate Received	

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature	Prepared By: Joanie Beckwith	Date 5/1/2024
Lessee Name (please print)	Reviewed By:	
Drivers License #	State	Credit Approved By:
Company Name	Security Deposit Received:	
Date	Security Deposit Returned:	

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. **RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
2. **CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH) Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
3. **USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee, or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
4. **SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.
5. **INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.
6. **INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 768.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.
7. **COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
8. **VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
9. **Lease** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
10. **LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
11. **DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
12. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
13. **TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
14. **ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
15. **NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.
16. **PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:
 1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
 2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
 4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee a custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDk ASSETS, INC. dba RDk TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDk Assets, INC. dba RDk Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDk Assets, INC. dba RDk Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDk Assets, INC. dba RDk Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.

5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 108804 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 13990
 Customer Name Polk County
 10 Environmental Loop
 Winter Haven, Fl 33880

Phone # 8632844319 P.O. #/Job # RFP# 24-124 Ordered By Polk County RFP# 24-124
 Project RFP# 24-124 Job Location Polk County Salesman Joanie Beckwith
 Delivered By: RKTR Lessee Other Date/Time Shipped _____
 Returned By: RKTR Lessee Other Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYABDAC7R1002235	Apportioned Plate	2024 Battle Rear Load	8 YEARS 8 months	\$ 8,000.00	\$ 832,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.
 Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 832,000.00
Tax Rate 0	
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 832,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Total Due	\$ 832,000.00

Replacement Value of Vehicle: 324,900.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 5/1/2024
 Lessee Name (please print) _____ Reviewed By: _____
 Drivers License # _____ State _____ Credit Approved By: _____
 Company Name _____ Security Deposit Received: _____
 Date _____ Security Deposit Returned: _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. **RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
2. **CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH) Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee agrees F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
3. **USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
4. **SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.
5. **INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor; Lessee shall also maintain worker's compensation insurance to extent required by law.
6. **INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and expense, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida Statutes, or other limitations imposed on Lessee; potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.
7. **COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
8. **VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
9. **Lease** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sublet Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
10. **LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
11. **DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
12. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
13. **TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
14. **ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
15. **NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.
16. **PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.070(1) of the Florida Statutes, then Lessor agrees to:
 1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
 2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
 4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDk ASSETS, INC. dba RDk TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDk Assets, INC. dba RDk Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDk Assets, INC. dba RDk Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDk Assets, INC. dba RDk Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 108803 Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 13990
 Customer Name Polk County
 10 Environmental Loop
 Winter Haven, Fl 33880

Phone # 8632844319 P.O. #/Job # RFP# 24-124 Ordered By Polk County RFP# 24-124
 Project RFP# 24-124 Job Location Polk County Salesman Joanie Beckwith
 Delivered By: RKTR Lessee Other Date/Time Shipped
 Returned By: RKTR Lessee Other Date/Time Shipped

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYABDAC3R1002233	Apportioned Plate	2024 Battle Rear Load	8 YEARS 8 months	\$ 8,000.00	\$ 832,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC , dba RDKTruck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out Hours Out Mileage In Hours In

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 832,000.00
Tax Rate 0	
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 832,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Total Due	\$ 832,000.00

Replacement Value of Vehicle: 324,900.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer Policy No. Exp. Date
 Minimum Property Damage Coverage \$ Date Insurance Certificate Received

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature Prepared By: Joanie Beckwith Date 5/1/2024
 Lessee Name (please print) Reviewed By:
 Drivers License # State Credit Approved By:
 Company Name Security Deposit Received:
 Date Security Deposit Returned:

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the use of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH) Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to a written report required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LEASE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of re-taking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee a custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDk ASSETS, INC. dba RDk TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDk Assets, INC. dba RDk Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDk Assets, INC. dba RDk Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDk Assets, INC. dba RDk Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 109281 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 13990
 Customer Name Polk County
10 Environmental Loop
Winter Haven, FL 33880

Phone # 8632844319 P.O. #/Job # RFP# 24-124 Ordered By Polk County RFP# 24-124
 Project RFP# 24-124 Job Location Polk County Salesman Joanie Beckwith
 Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____
 Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term	Monthly Rate	Total
1CYAADAC5R1002382	Apportioned Plate	2024 Battle Side Load	8 YEARS 8 months	\$ 8,500.00	\$ 884,000.00

Note: Lease Agreement is valid for a period of one (104) months. Equipment is to be returned to RDK Assets, INC., dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 5/1/2024 Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

SINGLE SHIFT OR 250 HOURS PER MONTH

Customer is responsible for permits, licensing and repairs.
 Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 884,000.00
Tax Rate <u>0</u> Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 884,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Total Due	\$ 884,000.00

Replacement Value of Vehicle: 343779.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 5/1/2024
 Lessee Name (please print) _____ Reviewed By: _____
 Drivers License # _____ State _____ Credit Approved By: _____
 Company Name _____ Security Deposit Received: _____
 Date _____ Security Deposit Returned: _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. **RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
2. **CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the use of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (SINGLE SHIFT OR 250 HOURS PER MONTH). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and disassembling shall be paid by Lessee.
3. **USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
4. **SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking the pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.
5. **INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.
6. **INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, mantling, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.
7. **COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
8. **VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
9. **LEASE** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
10. **LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
11. **DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
12. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
13. **TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
14. **ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
15. **NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.
16. **PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.070(1) of the Florida Statutes, then Lessor agrees to:
 1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
 2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
 4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDk ASSETS, INC. dba RDk TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDk Assets, INC. dba RDk Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDk Assets, INC. dba RDk Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDk Assets, INC. dba RDk Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 1, 2024, to which it is attached and made a part.

1. The lease term shall be from May 1, 2024, through December 31, 2032.
2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.
5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.
- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK
COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Fran McAskill
Director
Procurement Division



330 West Church Street
 P.O. Box 9005, Drawer AS05
 Bartow, Florida 33831-9005
 Phone: (863) 534-6757
 Fax: (863) 534-6789
 www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost		
	A. Regular Copying	Single Side	Double Sided
	8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
	8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
	11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
	11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
	9 ½ x 24 Single Side Only.....	\$ 1.00/page	
	17 x 22 Single Side Only.....	\$ 2.00/page	
	18 x 24 Single Side Only.....	\$ 2.00/page	
	24 x 36 Single Side Only.....	\$ 3.00/page	
	30 x 30 Single Side Only.....	\$ 5.00/page	
	32 x 34 Single Side Only.....	\$ 5.00/page	
	Other sizes-per square inch	\$ 0.03/page	
	Compact Digital Disk	\$ 6.00/disk	
	B. Blueprint Copy.....		\$10.00/page
2.	Subcontractor Services		Actual Costs
3.	Special Consultants		Actual costs
4.	Computer Services		Non-reimbursable
5.	Travel Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.	
6.	Postage, Fed Express, UPS		Actual Costs
7.	Pre-approved Equipment (includes purchase and rental of equipment used in project)		Actual Costs



Memorandum

Meeting Details: April 2, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Public Works / Satellite Building Change order

Background

The public works department is bringing a proposal to the Board of Commissioners for the design of a new public works facility that will incorporate a satellite office for the building department and the possibility of adding training facilities for the fire department. Currently the Public Works department is working out of a shed that was constructed over 20 years ago and is open to all elements and the mechanic and sanitation employees are housed off the island. The proposed new building will be 135ft by 55ft and will have a second story office and break area and multiple bays which will bring the mechanic back to the island and allow us to downsize on rental space.

The proposal for engineering services is broken down into two tasks. Task one covers all geotechnical investigation which includes boring samples to check the soil type for which foundation will be needed. Task two covers all construction documents, permitting services, Construction administration services, and project certifications. Items that will not be covered by task two are Boundary and topographic survey, traffic studies, design of roadway improvements, Lift station design, FDOT permitting, and public hearings.

An error in communication occurred and the Architectural Services and Structural Engineering services were not included in the original approval. Staff has discussed with Pennoni and they have provided a breakdown for task 3 and 4 to include both services for an additional \$88,610.00. Funds are available to cover the change order cost.

Fiscal Impact

The fiscal impact for the engineering services is \$62,050.00 (approved) plus change order \$88,610.00 for a total of \$150,660.00. Between the Public Works Department and the building department FY25 has \$1.5 million budgeted towards the design and construction of the new facility.

Recommendation(s)

Staff recommends the Board of Commissioners approve the change order with Pennoni for the Public Works building to include task 3 and 4 for an additional \$88,610.00.

Attachments

- Pennoni change order



Date: 3/17/25

Pennoni Project #: MDBCH25001

Scope Change #: 1

Project Title: Madeira Beach Public Works Building

Project Location: Madeira Beach, FL

Client Responsible Party: Megan Wepfer

Client Address: 505 150th Ave, Madeira Beach, FL

Client Phone: 727-543-8154 Fax: _____ Email: mwepfer@madeirabeachfl.gov

Description of Change(s):

Per email correspondence with the design team regarding revisions to the building design and communication with the county regarding permitting, below are the Civil and Structural Engineering additional services requested to revise the design & complete the special exception process.

TASK 3: ARCHITECTURAL SERVICES:

A. Construction Documents:

Based on the preliminary design, we will assist the Owner by preparing construction documents required for the construction of the project.

- o Architect will provide four (4) complete sets of working drawings. A retainage and start-up fee of twenty percent (20%) is due upon acceptance of this proposal and balance is due upon completion of Construction Documents. As is customary with professional services reimbursable expenses such as printing, courier, express mailings, travel to/from site, etc. will be billed at a rate of 1.10 times net costs.
- o Civil Engineering, Structural Engineering, Value Engineering, Fire Alarm, Fire Sprinkler and Field Inspections are not included in this scope of work.

B. Permitting Phase:

Based on the requested criteria, we will assist the Owner by making the necessary application required for the construction of the project. The Architect will also submit plans to the city for plan review. Plan review and Permit Fees are not included in this scope of work. This does not include site permitting if required.

C. Construction Administration:

Architect shall conduct a site visits and construction meetings at the project site. The Architect will visit the site three (3) times during construction and conduct site meetings with the General Contractor.

TASK 4: STRUCTURAL ENGINEERING SERVICES:

A. Construction Documents:

- Prepare structural drawings and specifications (construction documents).
- The structural drawings will be prepared in AutoCAD format in conformance with the Architect's documents. Pennoni shall be provided accurate, dimensioned background AutoCAD drawings.
- Provide signed and sealed construction documents for permitting and bid.
- During bidding phase, respond to Contractor's questions and requests for information to interpret and clarify the construction documents.

B. Construction Administration:

- Review shop-drawing and submittals. Only those materials and systems required in the structural drawings and specifications will be reviewed. Pennoni's review will be limited to determining general conformance with the design intent and are not for the purpose of determining accuracy and completeness including dimensions and quantities. This proposal is based on performing a maximum of two (2) reviews for each submittal. Pennoni's time spent to review more than two (2) submittals will be billable on an hourly basis



as an additional service.

- Respond to requests for information from the contractor to clarify the structural design intent.
- If requested, conduct up to (2) construction Site Visits. See item #16 in the attached Terms and Conditions.

FEE:

Task 3: Architectural Services	\$71,060
Task 4: Structural Engineering Services	
A. Construction Documents	\$13,250
B. Construction Administration	\$ 2,500
C. <u>Site Visits (2)</u>	<u>\$ 1,800</u>
Task 4 Total:	\$17,550
 TOTAL FEE:	 \$88,610


Revised Due Date: _____

Original Contract Amount	\$ 62,050
Amount of Other Scope Changes	\$ 0
Amount of this Scope Change	\$ 88,610
New Contract Total	\$ 150,660

PAYMENT/FEES: TIME/MATERIALS UNIT RATE ATTACHED ESTIMATED FEE LUMP SUM

Services will be completed in accordance with the terms and conditions agreed upon in the original contract.

- This document serves as an addendum to the original contract.
- Please sign below and return to us. This will serve as our agreement and becomes effective immediately to proceed with the change(s) described above.

_____	_____		3/17/25
Client Authorized Signature	Date	Pennoni Associates Signature	Date
_____		Jason Sheridan, PE/Civil/Site Division Manager	
Client Name/Title (printed)		Pennoni Associates Name/Title (printed)	

2025 BOARD OF COMMISSIONERS MEETING SCHEDULE
Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL
“All meetings & Events listed are in the Commission Chambers.”
“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Wednesday, April 2, 2025	BOC Regular Meeting <i>(date change)</i>	6:00 PM
Wednesday, April 16, 2025	BOC Budget Workshop #2 <i>(date change)</i>	4:00 PM
Wednesday, April 16, 2025	BOC Regular Workshop Meeting <i>(date change)</i>	6:00 PM
Wednesday, May 14, 2025	BOC Regular Meeting	6:00 PM
Monday, May 26, 2025	MEMORIAL DAY – City Holiday	
Wednesday, May 28, 2025	BOC Budget Workshop #3	4:00 PM
Wednesday, May 28, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, June 11, 2025	BOC Regular Meeting	6:00 PM
Thursday, June 19, 2025	JUNETEENTH – City Holiday <i>(tentatively added – to be adopted in new personnel manual)</i>	
Wednesday, June 25, 2025	BOC Budget Workshop #4	4:00 PM
Wednesday, June 25, 2025	BOC Regular Workshop Meeting	6:00 PM
Friday, July 4, 2025	INDEPENDENCE DAY – City Holiday	
Wednesday, July 9, 2025	BOC Regular Meeting	6:00 PM
Wednesday, July 23, 2025	BOC Budget Workshop #5	4:00 PM
Wednesday, July 23, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, August 13, 2025	BOC Regular Meeting	6:00 PM
Wednesday, August 27, 2025	BOC Budget Workshop #6	4:00 PM
Wednesday, August 27, 2025	BOC Regular Workshop Meeting	6:00 PM
Monday, September 1, 2025	LABOR DAY – City Holiday	
Wednesday, September 10, 2025	BOC Special Meeting <i>(Tentative FY 2026 Millage & Budget-1st Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 10, 2025	BOC Regular Meeting	6:00 PM
Wednesday, September 24, 2025	BOC Special Meeting <i>(Adoption of FY 2026 Millage & Budget-2nd Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 24, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, October 1, 2025	BOC Regular Meeting	6:00 PM
Wednesday, October 22, 2025	BOC Regular Workshop Meeting	6:00 PM

Tuesday, November 11, 2025
Wednesday, November 12, 2025
Wednesday, November 12, 2025

VETERANS DAY – City Holiday
BOC Regular Workshop Meeting *(date & time change due to Thanksgiving Holidays)* **2:00 PM**
BOC Regular Meeting *(Meeting time change)* **4:00 PM**

Thursday, November 27, 2025
Friday, November 28, 2025

THANKSGIVING DAY – City Holiday
DAY AFTER THANKSGIVING DAY – City Holiday

Wednesday, December 10, 2025
Wednesday, December 10, 2025

BOC Regular Workshop Meeting *(date & time change due to Christmas & New Year’s Holidays)* **2:00 PM**
BOC Regular Meeting *(Meeting time change)* **4:00 PM**

Candidate Qualifying Period

NOON, Monday, December 1, 2025 through NOON, Friday, December 12, 2025, excluding weekends.
(Commissioner District 1 and Commissioner District 2) - March 10, 2026 Municipal Election – Candidate Packets available Mon. November 3rd

Wednesday, December 24, 2025
Thursday, December 25, 2025

CHRISTMAS EVE – City Holiday
CHRISTMAS DAY – City Holiday

Wednesday, December 31, 2025
Thursday, January 1, 2026

NEW YEAR’S EVE - City Holiday *(tentative- may or may not be removed in new personnel manual when adopted)*
NEW YEAR’S DAY – City Holiday

Board of Commissioners Meetings Report (January 1, 2025 – March 31, 2025)



Prepared By
Clara VanBlargan, MMC, MSM
City Clerk
March 25, 2025

BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025

TERM OF OFFICE

Anne-Marie Brooks, Mayor (Mayor as of 6/14/2024)	03/2023 – 03/2025
Ray Kerr, Commissioner District 2	03/2022 – 03/2026
David Tagliarini, Vice Mayor/Commissioner District 1	03/2022 – 03/2026
Eddie McGeehen, Commissioner District 3	03/2023 – 03/2025
Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)	07/2024 – 03/2025

BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025

TERM OF OFFICE

Anne-Marie Brooks, Mayor	03/2023 – 03/2028
Ray Kerr, Vice Mayor/Commissioner District 2	03/2022 – 03/2026
David Tagliarini, Commissioner District 1	03/2022 – 03/2026
Eddie McGeehen, Commissioner District 3	03/2023 – 03/2027
Housh Ghovae, Commissioner District 4	07/2024 – 03/2027

ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)

Mayor	\$10,000
District Commissioner	\$7,500

INDUCTION INTO OFFICE – MARCH 12, 2025, BOC REGULAR MEETING

- Anne-Marie Brooks, Mayor (3-Year Term to 03/2028)
- Eddie McGeehen, District 3 Commissioner (2-Year Term to 03/2027)
- Housh Ghovae, District 4 Commissioner (2-Year Term to 03/2027)

APPOINTMENT OF VICE MAYOR – MARCH 12, 2025, BOC REGULAR MEETING

- Ray Kerr, Vice Mayor/Commissioner District 2 – (03/2025-03/2026)

BOARD OF COMMISSIONERS MEETING ATTENDANCE

- January 8, 2025, BOC Regular Meeting – *All present*
- January 22, 2025, BOC Regular Workshop – *All present*
- February 12, 2025, BOC Regular Meeting – *All present*
- February 26, 2025, BOC Joint Workshop with Civil Service Commission – *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Special Meeting (for a shade meeting) - *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Regular Workshop - *All present*
- March 12, 2025, BOC Regular Meeting – *All present*
- March 26, 2025, BOC Budget Workshop Meeting – *All present*
- March 26, 2025, BOC Regular Workshop Meeting - *All present*

PROCLAMATIONS

February 26, 2025, BOC Regular Workshop Meeting

- Flood Awareness Week Proclamation; March 3 – 9, 2025

PRESENTATIONS

January 8, 2025, BOC Regular Meeting

- Senator Nick DiCeglie – Hurricanes and storm-related issues. He offered his assistance and asked that the City of Madeira Beach consider him a resource to help do whatever is necessary to help Madeira Beach move forward.

February 12, 2025, BOC Regular Meeting

- Madeira Beach Fire Department – Introduction of New Hires
- Madeira Beach Fire Department – Firefighter of the Year, 2025
- Madeira Beach Fire Department – Promotions
- Madeira Beach Fire Department – Recognition of Years of Service

MEETING MINUTES APPROVAL

January 8, 2025, BOC Regular Meeting – *Approved 5-0*

- 12-11-2024, BOC Regular Meeting Minutes
- 12-11-2024, BOC Regular Workshop Meeting

February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 01-08-2025, BOC Regular Meeting Minutes
- 01-22-2025, BOC Regular Workshop Meeting Minutes

March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 02-12-2025, BOC Regular Meeting Minutes
- 02-26-2025, BOC Special Meeting Minutes (for a Shade Meeting)
- 02-26-2025, BOC Joint Workshop Meeting with Civil Service Commission Meeting Minutes
- 02-26-2025, BOC Regular Workshop Meeting

PUBLIC HEARINGS – ORDINANCES

Ordinance 2025-01, New Personnel Policy

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
Mayor Brooks wanted certain changes made. The City Attorney said he would prepare them for discussion at the April BOC Regular Meeting before voting on the ordinance.

- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing –

Ordinance 2025-02, Amendment to Civil Service Commission Duties & Responsibilities

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing –

Ordinance 2025-03, Post Termination Hearings; Hearing Officer

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing –

Ordinance 2025-04, Planned Development

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY’S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 4-1 with removal of a paragraph (Commissioner Tagliarini against)*

Section 110-387, Permitted uses and dimensional regulations (p. 248 of packet) - REMOVED third paragraph: “PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John’s Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D—John’s Pass Village Activity Center Development Standards.”

Ordinance 2025-05, Temporary Shelters on Residential Property

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY’S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- December 11, 2024, BOC Regular Workshop Meeting (Agenda Item 6.B. RVs & Campers)
- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-07, Adult Use Restriction

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-08, Amendment to Fees & Collections Manual

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT,

CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop Meeting (Agenda Item 7. B. Declared Disaster Sanitation Fee)
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-09, Districts

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY’S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN’S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN’S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- **April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing –**

Ordinance 2025-10, Accessory Structures

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY’S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN’S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN’S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- **April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing**

Ordinance 2025-11, Alcoholic Beverages

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY’S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN’S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN’S PASS MARINE COMMERCIAL;

PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- **April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0***

Ordinance 2025-12, Amendment to Fees and Collection Procedures Manual – Rental Pricing for City Facilities (Recreation Center, Recreation Complex, and City Centre Room

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Meeting Discussion – Facility Rental Fee updates (Agenda Item 9. C. Facility Rental Fee Updates)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- **April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0***

PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

January 8, 2025, BOC Regular Meeting

- 4COP Special Food Service Establishment Alcoholic Beverage License ABP 2025-01 - Dockside Dave's Restaurant, located at 14701 and 14703 Gulf Blvd. – *Approved 5-0*

RESOLUTIONS

Resolution 2025-01, Public Records Exemption Resolution

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 12, 2025, BOC Regular Meeting – *Approved 5-0.*

CONTRACTS/AGREEMENTS/PURCHASES

- JCB 35Z-1 Compact Excavator Purchase – Sourcewell Contract - \$59,040 – *Approved 5-0*
 - January 8, 2025, BOC Regular Meeting

- Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel @ \$165.00 per individual counseling session
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Public Works/Satellite Building Department Design – Engineering proposal with Pennoni for the public works building for \$62,050.00
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 4-1; Commissioner Kerr voted against*
- AAA Florida Traffic Safety Grant – to increase the road for the firefighters while responding to an accident or an emergency call
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Saltwater Destination Agreement – 2nd Amendment - Five-year extension from October 22, 2024, through October 21, 2029, to provide chairs and umbrellas on the sand in front of Archibald Park.
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Emergency Bridge Loan Program – Request for Application
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- CAP Government Agreement – Building Services
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- John’s Pass North Jetty Mobility Mat
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 4-1 (Commissioner Ghovae against)*
- Purchase for Rear Load Containers
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Archibald Parking Lot and 142nd Beach Access Repair Approval
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

- February 12, 2025, BOC Regular Workshop Meeting
- March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Master Pyro, LLC – Fireworks Displays
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Facility Use Agreement
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*

BOARD APPOINTMENTS

WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

January 8, 2025, BOC Regular Meeting (January 22, 2025, BOC Regular Workshop)

- Ordinance 2025-06, CIP Update in Comprehensive Plan
- Ordinance 2025-04, Planned Development
- City Information Dissemination
- Grant Writing
- Military Court of Honor
- FY 25 1st Quarter Financial Update
- John’s Pass Dredging Update
- Post-Hurricane Update
- Presentation: Advanced Engineering Design, Rebuilding Madeira Beach
- Ordinance 2025-05, Temporary Structures on Residential Property after Natural Emergencies
- Mulch
- New Website Quotes
- Information Officer
- Task Force Committee

Added:

- Amendment to the City’s adult use establishment ordinance (City Manager)
A legislative change last year required the City to update its ordinance on adult use establishments because it increased the minimum age.
- 2025 Florida Legislative Session (Commissioner Kerr)
 - Infrastructure funding request for Senator DiCeglie
 - Create a preliminary list they can discuss and add to so they can prepare it to send off at the end of the workshop.
 - If they are interacting with FEMA about the insurance, let them know that it is ridiculous to elevate four feet above base flood elevation and not calculate it into the insurance premium. Homeowners will be elevating their homes at a very high cost and then hit with \$8,000 to \$10,000 insurance premiums when there is nothing they are insuring. It is excessive.
- Tom and Kitty Stuart Park Discussion (Commissioner Ghovae)
- Department heads to give updates on damage repairs they are making due to the hurricanes and the storms (Mayor Brooks)

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Joint Workshop with Civil Service Commission)

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Regular Workshop)

- Post-Hurricane Update
- Information Officer
- Task Force Committee
- Key to the City Discussion
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 25 Financial Update & Storms Damage Assessment (also discussed at 12-11-2024 BOC Workshop)
- City Street Ends Project Update
- ITB 20-02: Approval of contract for Purchase of Rear-Load Replacement Dumpsters
- Dumpster Purchase Approval
- Update on the Jetty, Dredging, and Military Court of Honor (Mayor Brooks)

March 12, 2025, BOC Regular Meeting 6:00 P.M., MARCH 26, 2025 BOC REGULAR WORKSHOP (BOC Budget Workshop, 4:00 p.m.)

- BOC Policy Handbook (Resolution 2025-02)
- FY 2025 Financial Update & Storm Damage/Insurance
- City Hall Ground Floor Repair
- City Hall Ground Floor New Construction – Status
- Texting Service - City Information
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Honor Court
- John's Pass Dredging
- Grant Works - Existing Agreement

Added:

- Pocket Parks Update
- Library 60-Day Budget Extension
- Vision for the Marina during the Budget Workshop
- Captain Melvin Jackson with PCSO
- Snack Shack Agreement
- Tom and Kitty Stuart Park Update
- Update on the repairs at the Pinellas County Park
- Commissioner Ghovae asked for an update on the repairs to State Road 666 over the causeway. The City Manager said he would contact Pinellas County and follow up. Director Wepfer said the potholes along 150th Avenue are from failing utilities, and the County is aware of them.

BOC WORKSHOP MEETINGS & REGULAR MEETINGS UPDATES - DISCUSSIONS

January 8, 2025, BOC Regular Meeting

- **John's Pass Dredging Update** - The City Manager presented the item and gave an update on the John's Pass dredging project. They would not know the hurricane's impact until next week's meeting with the Department of Environmental Protection. The condition is similar to what it was before the hurricanes. Without any study or investigation under the water, it is difficult to determine. The contractor, Aptim, has also been out to the site, but they do not yet know the assessment. Nothing has happened in the area since 2018 regarding dredging or sand removal. The Department of Environmental Protection asked that they obtain a right of access or a construction easement from the adjacent property owner. It was not an issue with the property owner. The dredging will occur over the next several months. At the next workshop, Nicole Sharp, on behalf of Aptim, will be there to provide an update.
- **John's Pass Park Jetty Repair** - The City Manager said last week that the city staff had removed the remaining broken concrete and the rebar. It has been used considerably within the last couple of weeks. He showed pictures of what it now looks like: a sand walkway. They need the Board's direction on moving forward to bring back a cost at the workshop meeting. Should they leave it as is, add a sidewalk, or add a Mobi mat for the entire way? Tomorrow, they are meeting with the County for suggestions or any requirements. They will not need a permit from the US Army Corps because their jurisdiction is the waterway. Public Works Director Megan Wepfer said getting a mobility mat today is much easier than before because it only requires a field permit. Commissioner Ghovae said DEP will not allow concrete waterward of the CCC line. The City Manager said they would discuss that to see what they suggest.
- **Hurricane Updates – Recovery, Rebuild, Permitting, FEMA, FDEM 2025 Florida Legislative Session** – The City Manager reported the update and said the City's goal has been and continues to be to repair, restore, get everybody back into their homes, and make the City look better. He received a request from dozens of individuals wanting the City to keep the laundry and shower trailers. He forwarded that information to the Board. The trailers were set to be demobilized this Saturday, January 11, according to the timeframe given to them by the Florida Department of Emergency Management. The owner said the trailers could stay. The State said they could only remain if the City took over their agreement. Currently, the State pays the cost, and the City pays the cost. That cost has not been provided yet. The ones that the City paid for with the first storm were like \$160,000 for a month. There were six trailers, two for showers and four for bathrooms. The City Attorney said the item was not on the agenda. They do not have a contract, they do not have a cost, and they no longer have an emergency. The Board will be violating its Code to approve continuing something, especially in the range of \$150,000, without the information and without following the Code. He strongly recommended that they not go down that path. They could discuss it, but cannot go down that path until properly vetted. The Board agreed with the City Attorney.
- **2025 Florida Legislative Session** - City Manager Robin Gomez said the Legislative Session begins in less than two months. They have worked with the Legislative Delegation to attempt to secure funding. The City had some success last year in obtaining funding for the dredging, the seawall repair, and replacements this year. They have been working with the Big-C on common issues. He would have Shumaker at the meeting to give an update. Commissioner Kerr said he understands that their representative with Shumaker has changed, but they have never met them. Mayor Brooks said that should be high on the list.

January 22, 2025, BOC Regular Workshop Meeting

- **Ordinance 2025-07, Minimum Age for Adult Use Establishments F.S. 787.30** – The City

Attorney explained that the Florida Legislature created a new statute (FS 787.30) that requires the City to create Section 110-841 of the Land Development Code. More specifically, the statute sets the minimum age for employment at adult-use establishments at 21 as of January 1. An ordinance will be brought forward to make that change.

- **Post-Hurricane Recovery, Rebuilding, Permitting, FEMA, FDEM** - Marci Forbes, Community Development Engineer, and the City Manager gave the update. (also discussed at 12-11-2024 BOC Workshop)
- **Rebuilding Madeira Beach** – Presentation by Advanced Engineering (also discussed at 12-11-2024 BOC workshop)
- **Mulch** - Community Development Director Rowan explained that the Florida Statutes stated that a local government ordinance may not prohibit or be enforced to prohibit any property owner from implementing Florida-friendly landscaping on his or her property. They are restricted on what they can restrict in the LDRs. The City Attorney said a better approach would be to get their legislative delegation to add an exception to the statute for coastal communities or those within a mile or two miles of the coast. It could be added to the definition in the statute. That would give the right to prohibit it. (also discussed at 12-11-2024 BOC Workshop)
- **Ordinance 2025-05, Temporary Shelters on Residential Property** - Director Rowan said Florida Statute 166.0335 prohibits municipalities from prohibiting one temporary shelter on residential property after the Governor declares a state of emergency. They met with the Florida Division of Emergency Management (FDEM). They reviewed the City's floodplain ordinances and asked that the City update them by acknowledging the Florida Statute. So, it is placing that into the City's LOR and in the FIP requirements. They would combine the two requirements and amend a section of the City's code.
- **Ordinance 2025-04, Planned Development** - Director Rowan explained the changes to be made:
 - The changes included grammatical changes throughout the ordinance, including how it flows.
 - It includes the projects being the initial review, and they will gain further details throughout the process.
 - It includes the addition of stepbacks within the setbacks in flexibility.
 - The PDs in the traditional village commercial core boardwalk and low-intensity mixed-use character districts within the John's Pass Village Activity cannot exceed the height limitations within the development standards.
 - It includes additional information on the PD narrative and why the project requests flexibility in the zoning district's land development regulations before rezoning to PD.
 - It includes the impact of neighboring properties in the use and development pattern.
 - The City Clerk and Community Development Department are added to the list to receive the required neighborhood meeting mailers.
 - The sidewalk width changed to 10 ft wide, and the BOC can reduce the width if there are any limitations.
 - It includes clarifications on the changes to the development plan that do not need BOC approval.
 - They added a second sentence to Sec. 110-396 to clarify a minor modification.
- **Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive plan** - Director Rowan said the ordinance updates the comprehensive plan to include the CIP that the Board voted on in October since they did not have Planning Commission meetings. It is something they do every year.

- **Military Court of Honor** – The City Manager said the item has been a capital project going on for two years and is looking to complete it. The engineering plans in the packet are almost complete. The Court of Honor will be located at Patriot Park just west of the 911 Memorial, in the area currently occupied by a kiosk. They want to have the design details over the next few weeks and then issue an invitation to bid, hopefully no later than March.
- **Saltwater Destination Beach Concession Agreement—2nd Agreement** - The City Manager said the City has an agreement to have a Beach Equipment Concession Agreement with Saltwater Destinations LLC to provide beach chairs and umbrella rentals to visitors at Archibald Park for five years, with one additional five-year renewal. Saltwater has requested to extend the Agreement with no changes for the additional five-year period ending in October 2029. The chairs and umbrellas are available to the public from 9:00 a.m. to 5:00 p.m. when the weather is a little sunnier.
- **Tampa Bay Psychology Associates Services Agreement** - The City Manager said the item is a request to continue the service at \$165.00 per individual counseling session for the Madeira Beach fire personnel. It impacts the Fire Department's budget. They will monitor the costs.
- **HR, Classification, & Compensation Plans Study Update** - The City Manager said in July 2024, the Commission approved an agreement with the RSC Insurance Brokerage, Inc., dba Risk Strategies Company (Gehring Group) to perform a human resources compensation and classification plan study mainly to look at and evaluate existing positions for a variety of components such as comparisons with salaries, how they compare with other cities, look at their job classifications to make sure that positions are appropriately classified, ensure that positions are appropriately classified as exempt or non-exempt, meaning that they are hourly subject to overtime or salaried. They could not get the Gehring Group to present at the meeting. They did provide an update on the study that should be concluded next month. They will give an in-person presentation at the Civil Service Commission meeting next week (January 29 at 4 p.m.).
- **City Information Dissemination** - The City Manager said they send out information by various methods and are looking at enhancing that to ensure the content is correct, clear, and concise. They are also looking to send the information through text.
- **City Web/Internet Site** – The City Manager said it has been about four or five years since the redesign of the City’s website and is considering doing it again. The departments are responsible for maintaining and updating the information on their web pages. The Board asked that the information on the website be correct, more transparent to the public, and easier to find. (also discussed at 12-11-2024 BOC Workshop)
- **Grant Writing**—The City Manager said they could use a vendor, Grant Works, on the Florida League of Cities website to provide grant writing services. He will bring a cost to the Board to utilize the service. The Mayor said Linda Chaney’s Office has offered help searching for grant opportunities. Commissioner Kerr said they needed a procedure for looking for grants. When they know they have capital outlay, part of the process would be to look for grants. The City Manager said they would make it an active part of the process for equipment and projects. Some departments are already doing it.
- **Shumaker Advisors – Jim Taylor** – He explained they lobby and advocate for the needs of the City.
- **John’s Pass Dredging Update – Aptim Presentation** - Nicole Sharp, representative of Aptim, gave an update on the John's Pass dredging project. They have been providing the Army Corps of Engineers and the State Department of Environmental Protection (DEP) with information and reassurances that the project benefits the community and the functioning of the inlet system. They

are in the final stages of getting state and federal permits to start the work. He did not anticipate any issues. They hope to be out there by June and would request an extension if needed.

- **Q1 FY 2025 Financial Presentation, Including Post-Hurricane Update** – Finance Director Consultant Andrew Laflin gave the update.
- **Emergency Bridge Loan Program** - Financial Consultant Andrew Laflin presented the item. The Florida Commerce Municipal Emergency Bridge Loan program provides interest-free, short-term loans to municipalities impacted by federally declared disasters. The program is designed to help local governments maintain essential operations while awaiting additional funding or revenue recovery. The program is meant to supplement the operational shortfalls due to revenue loss. He will ask for the Board's approval to proceed with the application process at the next regular meeting, finalize the loan details, and bring the specifics back to the Board for final approval.
- **John's Pass North Jetty Update** - Public Works Director Megan Wepfer gave an update on the John's Pass North Jetty and on replacing the Mobi Mat.
- **Declared Disaster Sanitation Fee** - The City Manager said that many residents have been displaced due to Hurricane Helene and called requesting to stop services. Staff are bringing forth a recommended declared disaster fee to be added to the fees and collection manual. The current monthly charge per dwelling unit is \$38.74, and the recommended disaster fee is \$10.00 per dwelling unit. Staff recommends that each single-family or multifamily dwelling unit meet the criteria of an active interior demolition or remodel permit to qualify for the reduced fee. He asked for direction from the Board. The Board consented to bringing a proposed ordinance to them for consideration.
- **Public Works/Satellite Building Department Design** - Director Wepfer explained the proposed project to construct a new public works facility that will incorporate a satellite office for the building department and possibly add training facilities for the fire department. The project has two phases: engineering services and construction. The budget is \$1.5 million for the design (\$62,050) and construction.

February 12, 2025, BOC Regular Meeting

- **City Manager – Post Storm Work** - Mayor Brooks explained that the City Manager and his family stayed at City Hall for a number of weeks following Hurricane Helene because they lost their home. He was working essentially 24 hours a day, 7 days a week. He was not living at City Hall, as portrayed on social media. The City Clerk said she also witnessed the City Manager working late at night and sometimes at 1:00 a.m. She was there working late on the Laserfiche project.

February 26, 2025, BOC Joint Workshop with Civil Service Commission

- **Ordinance 2025-01, Employee Personnel Policy**
- **Ordinance 2025-02, Civil Service Commission Duties**
- **Ordinance 2025-03, Post Termination Hearings; Hearing Officers**
The Board consented to the three proposed ordinances for 1st reading at the March 12th BOC Regular Meeting.

February 26, 2025, BOC Regular Workshop

- **Key to the City** - *The Board's consensus was to discuss fair criteria for moving forward at the March 26, 2025, BOC Regular Workshop Meeting when discussing the BOC Policy Handbook.*

- **Task Force Committee** – *The Board thought that Town Hall meetings with a specific topic were a better way to get community input.*
- **Information Officer** – The City Manager said the department directors were responsible for maintaining and updating their information on the web pages. He is looking to change the design and feel of the website. Commissioner Kerr asked the City Clerk to send the meeting minutes through Constant Contact. Commissioner McGeehen said sending information out by text would be better. *The Mayor asked the City Manager to bring an update on the texting to the next meeting, with a cost and how they would implement it. The Board consented.*
- **SBA Loans—Rick Morales** - *This item was not discussed, and the presenter was not present at the meeting.*
- **John’s Pass Dredging** - The City Manager said they heard back from the Florida Department of Environmental Protection (FDEP). They visited the site in July and requested additional information. The City’s contractor, Aptim, replied with the information. They expect to hear back within 30-60 days. Upon receipt of the permits, a bid will be issued, and the dredging can be completed by June 2025. He follows up with Aptim weekly to see the status of FDEP and the U.S. Army Corps. They can have an extension through December 2025. He will send that request next week. They are looking to complete the dredging by June but do have until the end of this year to complete it. Mayor Brooks said that it would be difficult to meet a June or July deadline given the timeline. Representative Chaney could help with that, but she is frustrated because of the lack of communication from City Hall. The Mayor asked the City Manager to work on his relationship with Representative Chaney so they would be more willing to assist the City in getting project funding.
- **Honor Court** - The City Manager said the City expects to receive complete and final design details to bring back to the Board at the March workshop. They budgeted \$250,000, but it will likely be higher than that. They will give an update at the March workshop.
- **City Purchasing** - The City Manager reported on the item. Department heads or their designees can purchase anything up to \$5,000. Any item over \$5,000 and up to \$30,000 requires obtaining three quotes. Any item or service over \$30,000 requires a formal competitive bid. Exceptions would be if they were sole-sourcing or using another government contract by piggybacking or a purchasing agreement. Mayor Brooks said she did not think increasing it to \$30,000 for the City Manager was intended to be used for anything that would be a major change to the community. Purchasing is different than discussing something. *The Board asked that the City Manager bring things to them that will impact the community and citizens for discussion. They want to be better informed beforehand.*
- **CAP Government Agreement for Building Department Services** - The City Manager said the building official resigned, and the position is advertised. In the meantime, they are piggybacking on an agreement with another City to utilize a building official and to do inspections. Commissioner Kerr said the Agreement is expensive, but they have no choice until they hire someone.
- **Updates to the Code for C-1 and C-2 Zoning District** - Community Development Director Jenny Rowan said staff reviewed the Land Development Regulations and found three different places that referenced the C-1 and C-2 Zoning Districts, which need to be revised because of the adoption of John’s Pass Village Activity Center. The amendments respond to the adoption of the Activity Center. Three ordinances will update the section. Andrew Morris, Community Development Long Range Planner, explained the changes to be made. He said Forward Pinellas

reviewed the ordinances, and their letter will be attached to them at the first reading. *The Board consented to moving forward with the ordinance.*

- **Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM** - The City Manager and Director Wepfer gave the update.
- **FY 2025 Financial Presentation – Through January 2025** - Finance Director Consultant Andrew Laflin gave the update.
- **John’s Pass North Jetty Update** - Director Wepfer gave the update. They would need to submit a 408 Application. *The Board consented to her proceeding with the temporary Mobi Mat permitting.*
- **ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval** - Director Wepfer explained the item. Iron Container bid the lowest. She proposed proceeding with awarding a three-year contract with them. *The Board consented to moving forward.*
- **Purchase for Rear Load Containers** - Director Wepfer explained that replacing the rear-load dumpsters is in response to Hurricane Helene's impact. The storm caused substantial damage to the existing dumpsters for all multifamily and commercial properties, as they were submerged in saltwater, and some were washed away. The ITB 25-02 Purchase Rear Load Replacement containers submittal price from Iron Container is \$36,145.00. The purchase cost will be submitted to FEMA for reimbursement due to Hurricane Helene. *The Board consented to moving forward.*
- **City Street Ends Project Update** – Director Wepfer gave the update. On 134th Avenue East, the home that shared a driveway with that park has now been demolished. They would no longer need to provide a driveway through the street end to that parcel. Changing Tides on 134th Avenue and Boca Ciega Drive has an application for complete demolition. The City will not need parking pavers because the new development will be responsible for doing that. Director Wepfer said she forgot to budget for the item and will bring it back for approval. *The Board consented to moving forward.*
- **RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs** – Recreation Director Jay Hatch said staff recommended the approval and award of contract with Grosz Construction Company, Inc. for \$57,700 for RFP-25-03. *The Board consented to moving forward.*
- **Facility Use Agreement** - Director Hatch explained the item. Staff recommended moving forward with the Facility Use Agreement with Burton Meiring, LLC dba Simple Weddings. *The Board consented to moving forward.*
- **Facility Rental Fee Updates** - Director Hatch said adjustments will be made to the existing fee structure. *The Board consented to moving forward.*
- **City Sponsored Firework** - Director Jay Hatch said it is the final one-year extension request for Master Pyro, LLC. The staff recommended proceeding with it. The recommended dates in 2025 are March 15, May 3, July 3, and November 8. *The Board consented to moving forward.*

March 26, 2025, BOC Regular Workshop

- **2025 BOC Policy Handbook** – The Board of Commissioners had no changes and consented to moving it forward to the April 2, 2025, BOC Regular Meeting for a vote. A policy for presenting a Key to the City was discussed. The Board decided to take the time to read through the information provided by the City Attorney, discuss it at a future meeting, and adopt it by a separate resolution from their handbook. Since they have no changes, they can move forward with their handbook and vote on it at their next meeting.

- **Captain Melvin Jackson, Pinellas County Sheriff's Office** - Captain Melvin Jackson introduced himself to the Board and said he was grateful to be back serving the citizens of Madeira Beach.
- **John's Pass Dredging**—The City Manager gave an update. Mayor Brooks expressed concern that there seemed to be no sense of urgency and commitment on the single largest project the City has been working on for over two and a half years. She had asked that Aptim be at the meeting so she could ask them those questions. It is easy for them to write back their responses. It just does not add up. There is no sense of urgency there. The City Manager said he will make sure it happens. He had already expressed that to them.
- **Gulf Beaches Public Library - FY 26 Budget Request** - The Board consented to the July 15th extension and felt no need to vote on it at the next meeting. They are at the beginning of budget season and did not feel it was an issue. The Library had plenty of time to submit the budget by July 15th.
- **City Information Dissemination - Texts** – The City Manager explained the new text program. The Mayor said she did not want people to opt out because they are overwhelmed with marketing information. She does not want them having to choose what text messages to get. It should be emergency information specific. The City Manager said it would not be used for special events or marking information. He will make it for emergency information or if there is an urgency and immediacy to get information out. Vice Mayor Kerr said it could always be improved on.
- **Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM** – The City Manager, Community Development Engineer Marci Forbes, and the Mayor gave an update. The Mayor said she looked forward to getting new software that FEMA would use in those situations. They would train locally. It could have a trickle-down effect on the city in the future, helping the residents get through the process. It was Representative Luna's meeting that she and Mr. Forbes attended to learn all that. Luna has been great to them as a community. She looked forward to getting information to share from a follow-up to that meeting.
- **Financial Overview Presentation—Through March 2025**—The City Manager gave the overview. They have received over \$700,000 in insurance proceeds for damages to city property and contents that need to be replaced or have been replaced. Yesterday, their insurance company brought another engineering firm to examine the structure. They are waiting for the report, which should be received next week. They will discuss the report at the April workshop. The goal is to put the snack shack building back together. The insurance company stated the repairs will be covered. Vice Mayor Kerr asked when they could get a ballpark summary of the loss of revenue. They are applying for the 10-year no-interest loan. Many of the expenses will be covered by FEMA. The City Manager said that it would be provided at the next budget workshop in April. The Mayor said they have seen the same financial document a couple of times at their meetings, and some of it does not look to be updated. They will have a better idea of the dollars if the updates are there.
- **City Marina**—The City Manager gave an overview. It is an enterprise fund, meaning the expenses are covered by revenue related to the marina's uses. There have been discussions concerning possible uses there. Could a restaurant be there, for example, or a high and dry? The land was given to the City to remain open to the public and for public use only. Mainly for marina activities. Marina Manager Brian Crabby said that to make any changes or get the restrictions removed from the deed, they would have to write to the Florida Governor and Cabinet for approval. If they could get that done, the better. More traffic would be at the marina, and more people would stop there. Commissioner McGeehen said writing to the governor to release the restrictions would be great.

- Public Works / Satellite Building Change Order** – Public Works Director Megan Wepfer explained that an error occurred. The architectural and structural engineering services were not included in the original approval. Following the staff’s discussion with Pennoni, they provided a breakdown for Tasks 3 and 4 to include both services for an additional \$88,610.00. Funds are available in the budget to cover the change order costs. The total amount, including the \$62,050 already approved for the engineering services, is \$150,660.00. Commissioners Tagliarini, McGeehen, and Mayor Brooks supported the change order. Vice Mayor Kerr said he was undecided. Commissioner Ghovae opposed it. *The consensus was to move forward to a vote.*
- Boca Ciega Street End Project Update 3-26-2025** - Director Wepfer said due to Hurricane Helene, the scope of the project has changed by eliminating the driveway for the adjacent property at 134th and Boca Ciega Ave. and the parking spaces at 134th and Boca Ciega Dr. She is ready to send it out for a bid and plans to have it out by April 4. She will have a pre-bid meeting a couple of weeks later. The FY 2024 budget had a \$150,000.00 budget, which the finance department will add as a budget amendment for FY2025. *The consensus was to move forward to a vote.*
- Automated Side Load Garbage Truck Lease Agreement** – Director Wepfer said the Board’s consensus on November 22, 2023, was to move forward with the lease with RDK Truck Sales rather than purchasing. The original 13-month lease agreement expires on May 1, 2025, and staff requests an additional 13-month extension. The agreement with RDK Truck Sales promised no downtime when the truck needed repairs. The lease is \$110,500 at \$8,500 per month, which is budgeted in the FY 2025 sanitation and rentals and leases account. It is a piggyback off the Polk County Contract 2024-030. The City Manager said a side loader's advantage is that it only requires one employee to operate it. By leasing another, one will always be available if it is being maintained or repaired. *The consensus was to move forward with the 13-month lease for approval.*
- Tom & Kitty Stewart Park Hurricane update** - Director Wepfer explained the item. They are waiting on engineering services before they can put the park plan out to bid. It would probably take about four months from bid to contract issuance. Marcus Winters, representing Caddy’s, requested permission to temporarily move a section of the fence so cars could safely enter his property. Commissioner Ghovae asked if there was an existing private easement between Caddy’s and the City property. The development agreement provided for a 5-foot easement to the City to allow for additional parking on the north side of the lot. The development agreement facilitated access from Gulf Boulevard through the park into Caddy’s. The City Attorney said the development agreement has expired. The easement runs with the property. There was no cross-easement access agreement. The City Manager said there is no written document giving them access. The City Attorney said they are only asking for temporary access. They do not need to provide anything long-term. *The Board was in favor of moving the fence as long as the right agreement was drawn up. The City Attorney was directed to draft the indemnification agreement and get them to sign it. It does not need to come back to the board.*
- Court of Honor update** - Director Wepfer explained that the proposed project will consist of an octagon shape in the center of Patriot Park, where the middle pavilion is currently located. The materials for the project will consist of decorative concrete, a decorative construction circular ring around the point of the stars, and a five-point star consisting of stained concrete. The five-point star will have one military branch at each point, an American Flag at the center, and four benches along the exterior for patrons to sit and enjoy the space. The project is ready to be placed out to bid with the consensus to proceed as designed. There is a \$250,000 budget in FY 2025 for

the project's construction. Commissioner Ghovae proposed continuing the width of the sidewalk into the park to make it wider to the west. They are improving the site and should build a sidewalk. The Mayor suggested putting it out to bid and adding the sidewalk after they get the cost. Commissioner Ghovae said he was okay with it. Director Wepfer said it would be problematic to widen the sidewalk because of the underground utilities.

- **Archibald Park Update** - Director Wepfer said they received significant input from the public voting on the mural design. The one with the turtle and the palm trees won. Lucy has already started working on it. There are two laser-cut sea turtles on the west side of the building. They will start pouring concrete for the park tomorrow. The milling and resurfacing are scheduled to begin next week. The park and restrooms should be ready to open by April 8, as long as they pass the final inspections.

BOC SPECIAL MEETINGS – SHADE MEETINGS

February 26, 2025, BOC Special Meeting (for a shade meeting)

- The City of Madeira Beach v. Wannemacher Jensen Architects, Inc. and Hennessy Construction Corp., Case No.: 23-007114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

BOC SPECIAL MEETING – FY 2026 MILLAGE RATE & FY 2026 BUDGET HEARINGS

September 10, 2025, BOC Special Meeting

- Adopt FY 2026 Tentative Millage Rate Ordinance and FY 2026 Tentative Budget Ordinance – 1st Reading & Public Hearing

September 24, 2025, BOC Special Meeting

- Adopt FY 2026 Millage Rate Ordinance and FY 2026 Budget Ordinance – 2nd Reading & Public Hearing

BOC BUDGET WORKSHOPS

March 26, 2025, BOC Budget Workshop #1

- 5-Year Capital Improvement Plan Initial Discussion
- EOG DOGE Letter to Local Officials
- FY 2026 Budget Workshop & Adoption Timeline

April 16, 2025, BOC Budget Workshop #2

- Review the 5-Year Capital Improvement Plan and discuss departmental capital improvement and equipment requests.

May 28, 2025, BOC Budget Workshop #3

- Updated Capital Improvement Plan
- Position Listing & Benefits Overview

June 25, 2025, BOC Budget Workshop #4

- Preliminary Budget Document

July 23, 2025, BOC Budget Workshop #5

- Ad Valorem Tax Analysis
- Preliminary Budget Book – Summary of Changes

August 27, 2025, BOC Budget Workshop #6

- Tentative Budget Book – Summary of Changes

MUNICIPAL ELECTIONS/APPOINTMENTS/RESIGNATIONS**LETTER OF SUPPORT ITEMS****REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS**January 8, 2025, BOC Regular Meeting

- **Board of Commissioners**
 - Board of Commissioners - 2025 BOC Meeting Schedule – The Board changed the Wednesday, October 8, 2025, BOC Regular Meeting to Wednesday, October 1, 2025, because the Mayor could not attend the meeting.
- **City Attorney**
 - No Report
- **City Clerk**
 - The City Clerk reviewed the January 2025 City Clerk Report. Announced the Oath of Office ceremony for the Board of Commissioners on March 12, 2025, at the regular meeting: Mayor and District 3 & 4 Commissioners. A Vice Mayor will be appointed. A small reception will be held in their honor before the meeting.
- **City Manager**
 - The City Manager thanked the Board for its continued support and interactions with the residents and businesses. It has been extremely helpful during post-storms. He appreciated the snacks brought in on Fridays by a Commissioner for the employees.

February 12, 2025, BOC Regular Meeting

- **Board of Commissioners**
 - **Board of Commissioners – 2025 BOC Meeting Schedule** - The Board rescheduled the BOC Regular Meeting from Wednesday, April 9th, to Wednesday, April 2nd, and the two BOC Workshop Meetings (Budget Workshop and Regular Workshop) from Wednesday, April 23rd, to Wednesday, April 16th. The times of the meetings did not change. The City Attorney said he would have someone to cover for him at the April 16th meetings.
 - Commissioner Ghovae would like to discuss the City Manager’s spending limitation at an upcoming meeting. The City Manager said the procurement ordinance was changed. They removed the professional services exemption from their ordinance, but there were no changes to the spending levels. Anything under \$5,000 could be purchased using the City's purchasing cards. Anything over \$5,000 to \$30,000 requires three quotes. He can only approve purchases of up to \$29,999 based on the department having obtained three quotes for purchases exceeding \$5,000. Anything over \$30,000 requires it to be bid out. Some exceptions include a sole source, emergency purchase, or utilizing an existing bid. He is fine discussing it at a

future workshop. Vice Mayor Tagliarini said he was familiar with the discussion because it was discussed with the last Board. He thinks continuing discussions with the residents is the thing to do. It is not an old ruling; they have discussed it in the last couple of years.

- Commissioner McGeehen said he would like to discuss mosquito control. There are abandoned houses with full pools, which are black and have barnacles. The City Manager explained that Code Enforcement was actively involved and would continue to do so.
- Commissioner Ghovae said he had served on the Tampa Bay Regional Planning Council for six years and enjoyed serving. The Mayor said she currently serves on that board.
- Commissioner McGeehen thanked the lady who attended the meeting, who is studying public policy at St. Petersburg College. She did a great job and thanked her for the compliments.
- **City Attorney**
 - The City Attorney said the City had filed a lawsuit against Wannemacher Jensen Architects, Inc., and Hennessy Construction Services Corporation for issues occurring at the fire station and recreation center. So far, they have had three mediations, and their last one was fairly successful. He wants to bring a settlement proposal to the Board to settle the litigation. He requested a shade meeting to discuss those settlement negotiations on February 26th at 3:00 p.m. If scheduled correctly, they would have the shade meeting from 3:00 p.m. to 4:00 p.m., from 4:00 p.m. to 6:00 p.m., the joint workshop meeting with the Civil Service Commission, and then at 6:00 p.m., the regular workshop meeting. He does not expect the shade meeting to take more than an hour. The people present will be the Commission, the City Manager, himself, and one of the attorneys from Carlton Fields representing the City in the litigation. He will bring them up to speed on the litigation and hopefully get some direction from the Board. If successful in getting that direction, they will bring it back to the Board for settlement approval at the March 12th Commission meeting. Vice Mayor Tagliarini said he would not be there that day on February 26th until just in time for the 4:00 p.m. budget workshop meeting. The City Attorney said that everybody was not required to be there, but at least three Commission members must be there. If unable to make it, he could meet with Vice Mayor Tagliarini before or after the shade meeting. The City Attorney asked the City Clerk to send the notice out, and they will be prepared for the meeting.
- **City Clerk**
 - **City Clerk's Report – February 2025** - The City Clerk said she prepared an annual meeting report for the Board of Commissioners that she hoped they had an opportunity to review. She could modify it as the Board would like. She also added the Ordinance Index and the Resolution Index, which are helpful tools to refer to. She wanted to do that each year for the Board of Commissioners and keep it going at each meeting. Vice Mayor Tagliarini and Commissioner Kerr said the report was really good. Everything was in one place.
- **City Manager**
 - The City Manager reminded everyone to lock their vehicles and firearms. There have been vehicles broken into and firearms stolen. Captain Melve Jackson from the Pinellas County Sheriff's Office will introduce himself at the March workshop. He took the place of Captain Leiner, who retired. The Elevate Florida website was now open.

March 12, 2025, BOC Regular Meeting

- **Board of Commissioners**
 - **Board of Commissioners – 2025 BOC Meeting Schedule** - Vice Mayor Kerr asked for confirmation that no one should take a vacation in September since five commissioners must be present to vote on the budget and millage rate. The City Manager confirmed it.

- Mayor Brooks asked if they could include discussions of residents' comments on the agenda for every meeting before they adjourn. The City Manager said they would amend the agenda format in the BOC Policy Handbook at the next workshop.
- Mayor Brooks asked for clarification about Mr. Dillon's comment about permit fees not being free. The City Manager said all storm-related permits remain free. The City has received some non-storm-related permit applications that have been assessed the 1% fee. He would look into it. Vice Mayor Kerr said impact fees are not waived.
- Commissioner Tagliarini asked if there are only two days of inspections per week, and thought it should be increased to three. The City Manager said they would address it.
- **City Attorney**
 - The City Attorney updated the Board on the Fire Station settlement agreement. He hoped to present it to the Board at the April 2nd meeting.
- **City Clerk**
 - The City Clerk said she did not have time to do a February report. Two weeks ago, she had a two-day class, and she had a three-day class last week. She will prepare a report for March. The March report will include a list of city managers and city clerks over time, a history of municipal clerks dating back to the 1800s, and a description of their duties and responsibilities back then and what they are today. The City Attorney has been assisting her in that, which she appreciated.
- **City Manager**
 - The City Manager congratulated the Mayor and Commissioners of Districts 3 and 4. He reminded everyone of the upcoming events in March and the first Budget Workshop on the 26th.

ORDINANCE NO.	SUMMARY OF TITLE	FIRST READING	PUBLISHED DATE	Adopted Date
2025-01	An ordinance of the City of Madeira Beach, Florida, adopting a new personnel policy; repealing ordinance 2019-13; and providing for an effective date.	03/12/2025	03/19/2025	
2025-02	An ordinance of the City of Madeira Beach, Florida, amending Division 4 of Article III of Chapter 2 of the Madeira Beach Code of Ordinances relating to the civil service commission; providing for conflict, codification, and severability; and providing for an effective date.	03/12/2025	03/19/2025	
2025-03	An ordinance of the City of Madeira Beach, Florida, adding Division 5 (post termination hearings; hearing officer) to Article III of Chapter 2 of the Madeira Beach Code of Ordinances; providing for conflict, codification, and severability; and providing for an effective date.	03/12/2025	03/19/2025	
2025-04	An ordinance of the City of Madeira Beach, Florida, amending Chapter 110 zoning, Article V. Districts, Division 10, PD., Planned Development, of the City’s Land Development Code providing further information on intent and purpose; including dimensional regulations; specifying requirements for the application for pd zoning; clarifying the review criteria from the local planning agency; clarifying the review criteria from the Board of Commissioners; including standard operating adjustments in the changes of development plan; and including options for time extensions; providing for conflict, codification and severability; and providing for an effective date.	02/12/2025	02/19/2025	03/12/2025 Approved with changes. Deleted 3 rd paragraph in Sec. 110-387
2025-05	An ordinance of the City of Madeira Beach, Florida, amending Chapter 94, Floodplain Management, Division 10. Flood Resistant Development, Article I. Buildings and Structures, Section 94-103. Manufactured homes and recreational vehicles, of the city’s land development code, providing for the use of recreational vehicles as temporary shelters on residential properties following a natural emergency; providing for conflict, codification, and severability; and providing for an effective date.	02/12/2025	02/19/2025	03/12/2025
2025-06	An ordinance of the City of Madeira Beach, Florida, amending the capital improvements element of the comprehensive plan of the city of madeira beach to update the Capital Improvement Program (CIP) schedule of capital improvements for fiscal years 2025 through 2030; providing for conflict; providing for severability; and providing for an effective date.	02/12/2025	02/19/2025	03/12/2025

ORDINANCE NO.	SUMMARY OF TITLE	FIRST READING	PUBLISHED DATE	Adopted Date
2025-07	An ordinance of the City of Madeira Beach Florida, creating Section 110-841 of Subdivision I (in general) of Division 13 (adult entertainment uses) of Article VI (supplementary district regulations) of Chapter 110 (zoning) of the code of ordinances to prohibit persons under the age of 18 years to enter, remain in or purchase goods or services at an adult entertainment establishment; to prohibit persons under the age of 21 years to be an employee of an adult entertainment establishment; providing for conflict; providing for severability; providing for codification; and providing for an effective date.	02/12/2025	02/19/2025	03/12/2025
2025-08	An ordinance of the City of Madeira Beach, Florida, adopting a revised appendix a. – fees and collection procedures manual of the code of ordinances of city of madeira beach, Florida, to add a declared disaster sanitation fee; repealing ordinance 2024-22; providing for conflict, codification and severability; and providing for an effective date.	02/12/2025	02/19/2025	03/12/2025
2025-09	An ordinance of the City of Madeira Beach, Florida, amending Section 110-151 (establishment of districts) of Chapter 110 (zoning) of Article V. (districts) Division 1 (generally) of the City’s Land Development Regulations; renaming the C-1 Zoning District to John’s Pass Village Activity Center; removing C-2, John’s Pass Marine Commercial Zoning District; providing for conflict, codification and severability; and providing for an effective date.	03/12/2025	03/19/2025	
2025-10	An ordinance of the City of Madeira Beach, Florida, amending Chapter 110 (zoning), Article VI (supplementary district regulations), Division 4 (accessory structures) of the City’s Land Development Regulations to rename the C-1 Tourist Commercial zones to include John’s Pass Village Activity Center; add setbacks for each character district of John’s Pass Village Activity Center zoning; and remove references to the C-2 zoning district; providing for conflict, severability and codification; and providing for an effective date.	03/12/2025	03/19/2025	
2025-11	An ordinance of the City of Madeira Beach, Florida, amending Chapter 110 (zoning), Article VI. (supplementary	03/12/2025	03/19/2025	

ORDINANCE NO.	SUMMARY OF TITLE	FIRST READING	PUBLISHED DATE	Adopted Date
	district regulations), Division 6. (alcoholic beverages) of the City’s Land Development Regulations; providing for John’s Pass Village Activity Center Zoning District Regulations; providing for Planned Development Zoning District Regulations; removing references to C-2, John’s Pass Marine Commercial; providing for conflict; providing for severability; providing for codification; and providing for an effective date.			
2025-12	An ordinance of the City of Madeira Beach, Florida, adopting a revised Appendix A. – Fees and Collection Procedures Manual of the code of ordinances of City of Madeira Beach, Florida, to provide for the modification of hourly rates and rooms available for rent within the recreation center and city hall and reword the reference to sales tax collected therefor; repealing ordinance 2025-08; providing for conflict, codification and severability; and providing for an effective date.	03/12/2025	03/19/2025	
2025-13				
2025-14				
2025-15				
2025-16				
2025-17				
2025-18				
2025-19				
2025-20				
2025-21				

RESOLUTIONS INDEX 2025

RESOLUTION NO.	SUMMARY OF TITLE	FIRST READING	PUBLISHED DATE	Adopted Date
2025-01	A Resolution of the Board of Commissioners of the City of Madeira Beach, Florida, urging the Florida State Legislature to enact Legislation to provide a public records exemption for Municipal Clerks and employees who perform Municipal Elections work or have any part in Code Enforcement functions of a City; and providing for an effective date hereof.			02-12-2025
2025-02				
2025-03				
2025-04				
2025-05				
2025-06				
2025-07				
2025-08				
2025-09				
2025-10				
2025-11				
2025-12				
2025-13				
2025-14				
2025-15				

**CITY CLERK'S REPORT
APRIL 2025**

CITY OF MADEIRA BEACH CITY CLERKS INDEX – 1947 TO CURRENT

CITY OF MADEIRA BEACH CITY CLERK - DUTIES AND RESPONSIBILITIES

HISTORY OF THE MUNICIPAL CLERK

City Clerks Index

1947-
CURRENT

Item 15D.

ELECTED/ APPOINTED	SUMMARY OF TITLE	APPOINTED	END DATE	REASON FOR LEAVING
Elected	Richard Maduro, City Clerk	05/14/1947	01/15/1965	Resigned
Appointed	Patricia Bowman, Acting City Clerk	01/15/1965	03/18/1965	Interim
Appointed	Dell Taylor, City Clerk	03/18/1965	04/18/1968	Deceased
Appointed	Anne Tweedy, Deputy Clerk	05/02/1968	05/16/1968	Interim
Appointed	Mary Pollard, Acting City Clerk	05/16/1968	10/01/1968	Interim
Appointed	Albanie F. Ruhland, City Clerk	10/01/1968	02/08/1972	Resigned- Moved out of state
Appointed	Janet A. Kilmer, Acting City Clerk	02/08/1972	08/18/1972	Resigned
Appointed	Kathryn M. Borgemenke, Acting City Clerk	08/08/1972	09/12/1972	30-Day Probation
Appointed	Kathryn M. Borgemenke, City Clerk	09/12/1972	05/13/1975	Resigned- Accepted City Clerk position in Sebastian, FL
Appointed	Donna (Bender) Barnett, City Clerk	05/13/1975	03/17/1987	Accepted City Clerk position in Cocoa Beach, FL
Appointed	Marilyn Daminato, Acting City Clerk	03/17/1987	12/06/1988	Interim
Appointed	Denise Schlegel, Deputy Clerk	01/03/1989	01/15/1993	Interim
Appointed	Denise Schlegel, City Clerk	01/15/1993	04/12/2011	Retired
Appointed	Ginger Stilton, City Clerk	5/25/2011	10/30/2012	Accepted a City Clerk Position with a different City

City Clerks Index

1947-
CURRENT

Item 15D.

ELECTED/ APPOINTED	SUMMARY OF TITLE	APPOINTED	END DATE	REASON FOR LEAVING
Appointed	Aimee Servedio, Acting City Clerk	10/30/2012	05/14/2013	Interim
Appointed	Aimee Servedio, City Clerk	05/14/2013	02/14/2017	Resigned
Appointed	Cheryl McGrady Crawford, City Clerk	05/14/2017	05/04/2017	Terminated
Appointed	Nick Lewis, Deputy Clerk	05/09/2017	07/11/2017	Interim
Appointed	Andrea Gamble, Deputy Clerk	07/11/2017	10/16/2017	Interim
Appointed	Clara VanBlargan, City Clerk	10/16/2017	Present	Master Certified Municipal Clerk
	November 6, 2018 General Election – The voters passed a charter amendment requiring that the City Clerk be a certified municipal clerk when appointed. The person must be appointed based on executive, professional, and administrative qualifications with special reference to actual experience in and knowledge with respect to the duties of the City Clerk's Office.			

[Florida Association of City Clerks \(FACC\) Municipal Clerks Manual and Resource Guild \(06/22/2020 – current\)](#)

CITY CLERK

CHARTER OFFICER [\(City Charter, Sections 5.2\)](#)

The City Clerk is a charter officer appointed by the Board of Commissioners and serves at the pleasure of the Board of Commissioners. The City Clerk must be appointed based on executive, professional, and administrative qualifications with special reference to actual experience in and knowledge with respect to the duties of the City Clerk's Office. The City Clerk must be a member and maintain membership in good standing of the International Institute of Municipal Clerks (IIMC) and the Florida Association of City Clerks (FACC), be a certified municipal clerk through IIMC, and maintain certification in good standing. With the approval of the Board of Commissioners, the City Clerk may appoint Deputy Clerks, who, when appointed, shall have such powers and authority as shall be conferred by the Board of Commissioners. The City Clerk shall give notice of city meetings, keep a journal of those meetings, authenticate by his/her signature and record in full in a book kept for that purpose all Ordinances and Resolutions and perform other duties required by the Charter or by Ordinance.

The City Clerk is the appointed municipal officer to serve as Custodian of Public Records and is charged with the responsibility of maintaining the office having public records or his or her designee [\(F.S., 119.011\(5\)\)](#). The Custodian of Public Records must provide safeguards to protect the contents of public records from unauthorized remote electronic access or alteration and to prevent the disclosure or modification of those portions of public records that are exempt or confidential from subsection of F.S. 119.07(1) or s. 24, Art. I of the State Constitution [\(F.S. 119.07\(2\)\(b\)\)](#).

INVESTIGATIONS [\(City Charter, Section 4.9\)](#)

The City Clerk is one of four Charter Officers that the Board of Commissioners can designate to investigate the City's internal affairs and report the findings to the Board of Commissioners.

LEGAL RESPONSIBILITIES – PROFESSIONAL DEVELOPMENT AND ADVANCEMENT

The City Clerk must keep abreast of new information and developments to be most effective and ensure proper laws and procedures are followed.

The City Clerk must continually strive to improve the administration of the affairs of the Office of the City Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations.

CITY CLERK'S OFFICE

The City Clerk currently supervises two (2) full-time employees (one of the positions is currently vacant) and is responsible for the lawful, effective, and efficient management of all City Clerk's Office functions. This supervision includes ensuring that the City Clerk's office functions are performed according to the applicable laws and that appropriate training is provided to the employees working in the City Clerk's office [119.011\(5\)](#). The City Clerk's office manages specific software to ensure compliance with public records and election laws [\(F.S. 119.07\(2\)\(b\)\)](#).

SECRETARY TO THE MUNICIPAL CORPORATION

- **The City Clerk is the Secretary to the Municipal Corporation.** In this role, the City Clerk:
 - Shall maintain custody of the city seal and affix the same to any paper or instrument as required by law.
 - Shall certify and attest to official documents such as ordinances, resolutions, and minutes, and apply the city seal.
 - Shall be the custodian of public records and be responsible for their safety.
 - Shall process public records requests.
 - Shall publish statutorily and code mandated advertisements such as public hearings for adoption of ordinances and election notices.
 - Shall record and index ordinances, charter amendments, and resolutions.
 - Shall manage updates to the City of Madeira Beach City Charter, Code of Ordinances, Land Development Regulations, and Comprehensive Plan, as required.

SECRETARY TO BOARD OF COMMISSIONERS

- **The City Clerk is the Secretary to the Board of Commissioners.** In this role, the City Clerk:
 - Schedules meetings, when necessary, in coordination with the members of the Board of Commissioners, the City Attorney, and the City Manager.
 - Prepares and publishes meeting agendas and packets on the City's website using electronic meeting management software. Prints copies of the meeting agenda packets for Board of Commissioners members who do not wish to receive them electronically. Post agendas on the City's bulletin board.
 - Attends all meetings, transcribes meeting minutes, records Commission attendance, and records official actions and votes of the Board of Commissioners.
 - Prepares and publishes the Board of Commissioners' Meeting Schedule and Monthly and Annual Meeting Reports.
 - Prepares, manages, and monitors the annual budget for the Board of Commissioners.
 - Prepares and advertises Board of Commissioner member vacancies required by [City Charter, Section 2.2C](#).

- **The City Clerk is the Custodian of Public Records** ([City Charter, Section 5.2](#)); ([F.S., 119.07\(5\)](#)) and is charged with keeping their safety ([City Charter, Section 5.2](#)); ([F.S., 119.07\(2\)\(b\)](#)). In this role, the City Clerk:
 - Is the custodian of all public records, including meeting minutes, ordinances, resolutions, and contracts and agreements.
 - Serves as Records Manager Liaison Officer in managing, preserving, and disposing of public records according to state records retention requirements and public records laws, and ensuring compliance with records management requirements.
 - Manages public records requests, ensuring compliance by redacting confidential and exempt information, applying statutory requirements for redaction, and overseeing individuals inspecting and copying public records.
 - Provides annual public records training in records management practices and cybersecurity to the Board of Commissioners, Planning Commission, Civil Service Commission, and City staff.
 - Manages records management software for compliance with public records requests, electronic records document management, email archiving, and email security. This includes texts and social media posts.
 - Scans documents and securely stores them in an automated document system to capture, organize, and centralize digital documents to prevent unauthorized remote electronic access or alteration and to prevent the disclosure or modification of those portions of public records that are exempt or confidential as required by [City Charter, Section 5.2](#); [119.07\(2\)\(b\)](#).

- **The City Clerk serves as the Election Official and Qualifying Officer for the City of Madeira Beach Elections:** In this role, the City Clerk:
 - Serves as the Election Official and Qualifying Officer.
 - Prepares and makes the candidate application packets available to the public before the qualifying period begins.
 - Works closely with the candidates to ensure compliance with qualifying requirements.
 - Assists candidates in fulfilling their legal obligations throughout the election process, from pre-planning and certification of results to filing final campaign disclosure documents electronically using campaign finance software.
 - Prepares and advertises election notices, charter amendments, and ballot language with the assistance of the City Attorney. Ensures Spanish translation of all required notices.
 - Administers Oath of Office to the Board of Commissioners.

- **Secretary ex-officio to the Civil Service Commission** ([City Charter, Section 5.2](#); [Ordinance 2025-03](#)). In this role, the City Clerk:

- Is the secretary ex-officio of the Civil Service Commission.
 - Schedules meetings, when necessary, in coordination with the Civil Service Commission members, City Manager, City Attorney, and the city's human resources staff.
 - Prepares and publishes meeting agendas and packets for the Civil Service Commission on the City's website using electronic meeting management software. Print copies of the meeting agenda packets for Commission members who do not want to receive them electronically. Posts meeting agendas on the City's bulletin board.
 - Attends all meetings, transcribes meeting minutes, records attendance, and records official actions and votes of the Civil Service Commission.
 - Administers Oath of Office to Civil Service Commission members.
 - Prepares and publishes the Civil Service Commission Annual Meeting Report.
- **The City Clerk serves as the Hearing Officer Clerk in employee post-termination hearings (*Ordinance 2025-02*).** In this role, the City Clerk:
 - Manages the administrative tasks associated with the hearings presided over by a hearing officer or multiple hearing officers to assist the hearing officers in conducting smooth, efficient proceedings.
 - When multiple hearing officers are involved, assign cases on a rotational basis to ensure that officers receive about the same number of cases.
 - Maintains all hearing documents and transcripts for record keeping.
- **Other Responsibilities of the City Clerk include:**
 - Maintain City board and committee appointment rosters, prepare meeting agendas for board appointments, and advertise board appointment vacancies. Prepares and publishes board member vacancies.
 - Prepares, manages, and monitors the annual budget for the City Clerk.
 - Prepares Proclamations for the Mayor's signature.
 - Serves as the Florida Commission on Ethics Organization Coordinator and updates filer information for elected officials, the Planning Commission, and City employees using the Electronic Financial Disclosure Management System (EFDMS) on the Florida Commission on Ethics website.
 - Provides Sunshine Law, Ethics, Public Records Law, Parliamentary, and Cybersecurity training to the Board of Commissioners, Planning Commission, Civil Service Commission, and City staff.
 - Assists other staff members with preparing public hearing notices and advertising in the newspaper when needed.
 - Workflow approver in Municode Meeting & Agenda Management Software – Review staff agenda items for completeness and publish the agenda packets.

- Notary Public Services.
- Performs other duties assigned by the City Charter, City Code of Ordinances, City Manager, and Board of Commissioners.
- **Software managed by the City Clerk's Office to ensure compliance with public records laws throughout the Organization ([F.S. 119.07\(2\)\(b\)](#)).**
 - Municode Meeting & Agenda Management Software - A Microsoft Word-based platform that helps create agendas and packets electronically and stores them safely on a public portal for transparency and easy access.
<https://madeirabeach-fl.municodemeetings.com/>
 - Easy Vote Solutions Software – Makes filing election campaign reports easy through the Easy Campaign Finance Portal. Provides transparency to the public.
<https://cityofmadeirabeachfl.easyvotecampaignfinance.com/home/publicfilings>
 - JustFOIA Software – A public records tracking software to manage public records requests, ensuring compliance by redacting confidential and exempt information, applying statutory requirements for redaction, and overseeing individuals inspecting and copying public records.
 - Laserfiche – An Automation and document management system to securely capture, organize, and centralize digital documents. An enterprise content management (ECM) platform that allows organizations to digitally manage documents, automate workflows, and streamline business processes through features like customizable forms, no-code development tools, and AI-powered capabilities, enabling efficient document storage, retrieval, and routing across the organization, all while maintaining data security and accessibility. Public Portal:
<https://portal.laserfiche.com/Portal/Welcome.aspx?repo=r-a9b9ccd6&preview=EQ9FtF2&ref=designer>
 - Barracuda Archiving Solution – A cloud-based solution that securely stores and manages entire email history, allowing for easy access to past emails, meeting compliance requirements, and facilitating e-discovery needs by providing powerful search and retrieval capabilities for public records requests, all while minimizing data storage on the primary email server; essentially acting as a tamper-proof repository for archived emails that can be accessed anytime, anywhere, from any device.
 - Barracuda Email Gateway Defense for Email Security – A cloud-based email security service that filters all inbound and outbound email traffic, protecting against threats like spam, viruses, phishing attacks, and malware by utilizing advanced filtering techniques, including content analysis, reputation checks, and sandboxing, before delivering emails to users; essentially acting as a security barrier to prevent malicious emails from reaching internal systems.
 - Aclarian Financial Software – Software managed by the Finance Department and utilized by all departments - A cloud-based Enterprise Resource Planning (ERP)

solution to streamline financial processes like budgeting, purchasing, payment processing, and reporting, focusing on automating workflows, eliminating manual data entry, and protecting confidential and exempt financial information.

CITY CLERK CODE OF ETHICS (FACC MANUAL, PAGE 2 & on IIMC Website)

The City Clerk is a member of the International Institute of Municipal Clerks (IIMC) and Florida Association of City Clerks (FACC) and is bound by the Code of Ethics:

1. To uphold constitutional government and the laws of the community.
2. To conduct their public and private life as to be an example to their fellow citizens.
3. To impart to their profession those standards of quality and integrity that the conduct of the affairs of their office shall be above reproach and merit public confidence in their community.
4. To be ever mindful of their neutrality and impartiality, rendering service to all and to extend the same treatment you wish to receive yourself.
5. To record that which is true and preserve that which is entrusted to them as if it were their own.
6. To strive constantly to improve the administration of the affairs of their office consistent with applicable laws and through sound management practices to produce continued progress and so fulfill my responsibilities to my community and others.

HISTORY OF THE MUNICIPAL CLERK

EARLY BEGINNINGS

The Municipal Clerk is the oldest of public servants in local government, along with the tax collector. The profession traces back before Biblical times. For example, the modern Hebrew translation of Town Clerk is "Mazkir Ha'ir" which literally translated, means city or town "Reminder:' The early keepers of archives were often called "Remembrancers:' and before writing came into use, their memory served as the public record.

Ancient Greece had a city secretary who read official documents publicly. At the opening of a meeting, one of his first duties was to decree a curse upon anyone who should seek to deceive the people.

St. Paul and his followers during his missionary work in Persia (now Western Turkey) owed their safety to the action of a town clerk. As related in Acts 19:22-41, written in A.D. 58, the artisans of Ephesus who made the idols of the time, feared the effect of Paul's missionary work on their trade. They incited a mob to seize two of Paul's followers. The town clerk, however, spoke out against this action and insisted that charges laid against these men had to be settled in the proper manner and before the proper authorities. There was no justification for riotous conduct. With that, he dispersed the crowd.

Reportedly, the regency line of France descends from the office of the Clerk! According to James Bryce in his book "The Holy Roman Empire," there is a direct link between the position of Mayor of the Palace, a clerical post created by the Merovingian Kings of France, and all subsequent Kings of France.

In the eighth century, the Frankish Kings of France depended on the Mayor of the Palace to perform all manner of clerical and administrative tasks for the King including collecting taxes and fees, publishing documents, keeping state records and assisting in the enforcement of the King's justice.

In 751, the Merovingian King, Childeric, was deposed and his assistant, Pippin, the Mayor of the Palace, became not only the monarch of France but was simultaneously created a Patrician of Rome by Pope Gregory the Third. Pippin was, in turn, father of the great Charlemagne, the first Holy Roman Emperor and founder of the Carolingian Dynasty of Europe on High, which in successive generations, produced the Kings of France, as well as the Emperors of Germany and Austria.

DEVELOPMENT IN ENGLAND

The title "Clerk" as we know it developed from the Latin clericus. During the Middle Ages, when scholarship and writing were limited to the clergy, clerk came to mean a scholar, especially one who could read, write, and thus serve as notary, secretary, accountant and recorder.

In ancient England, the township (surrounded by its hedge or "tun") and the borough (an outpost fortified with a wall) developed a strong system of democratic local government. And one of the first officials these freemen elected was the "Clarke."

The beginning of the office of city clerk in England can be traced back to 1272 A.D. in the history of the Corporation of Old London. The "Remembrancer" was called upon to remind the councilors (members of the council) what had transpired at their previous meetings, since the meeting of the early councils were not recorded in written minutes.

In 1354, the Mayor of Nottingham appointed the Clarke and provided for his remuneration. In 1439, Symkyn Birches was awarded the office of "Toun Clerk" in another community for the rest of his life. In 1477 Thomas Carton, a town clerk, was the first English printer, and served as diplomat for the King. In 1485, Nicholas Lancaster, the Clarke, became Mayor of York.

In the 1500's in England, there were not only the "Town Clarke" but also the "Clerc Comptroller of the King's Honorable Household. In 1603, there was a "Clarke General of the Armie." Indeed, King Henry the Eighth had a "Clarke of the Spicery" and King Charles had his "Clarke of the Robes."

Perhaps the strongest statement of the unique position occupied by the Municipal Clerk is by an English Court in the Middle Ages ruling in the case, Hurle-Hobbs ex parte Riley and another. Concerning this case, Chief Justice Lord Caldecote, observed:

"The office of town clerk is an important part of the machinery of local government. He may be said to stand between the local Council and the ratepayers. He is there to assist by his advice and action the conduct of public affairs in the borough and, if there is a disposition on the part of the council, still more on the part of any member of the council, to ride roughshod over his opinions, the question must at once arise as to whether it is not his duty forthwith to resign his office or, at any rate, to do what he thinks right and await the consequences."

COLONIAL DEVELOPMENT

When the early colonists came to America they set up forms of local government to which they had been accustomed, and the office of clerk was one of the first to be established. When the colonists first settled in Plymouth, Massachusetts, they quickly appointed a person to act as recorder. That person kept all the vital records for birth, marriages and deaths for the church, as well as various other records of appointments, deeds, meetings, and the election of officers at the annual town meeting.

Indeed, in Massachusetts, the town clerk was one of the earliest offices established in colonial towns. The settlers were well aware of the importance of keeping accurate written records of their agreements and actions including grants of land, regulations governing animals, the collection of taxes and the expenditure of town funds.

The person given the responsibility for recording these orders was also often given other duties, such as sweeping the meeting-house and selling the seats, ringing the bell, and paying the bounty for jays and blackbirds whose heads were presented to him by the citizens. By the middle of the

17th century, the title town clerk appears in town records and this title has continued to the present.

One of the earliest statutory duties imposed by the Massachusetts General Court on town clerks was recording births, deaths and marriages. Since that time, the General Court has formalized by statute many of the duties first delegated by vote of the town and has added others. By 1692, the town clerk was required to enter and record divisions of land and orders of the selectmen as well as all town votes, orders and grants. Warrants directed to the constable for the collection of taxes were to be signed by the assessors or the town clerk. Between 1742 and 1756, the General Court made the town clerk responsible for maintaining a list showing each inhabitant's property value and for producing it, if necessary, to substantiate a person's voting rights. The town clerk was required to administer and record the oath of office taken by town officials. By 1776, the town clerk was empowered to call town meetings to elect selectmen if a majority of the selectmen had moved from the town or were absent in the service of the country.

The office of town clerk of Wethersfield, Connecticut, was established in 1639 and that person was to "keep a record of every man's house and land," and to present "a fairly written" copy of such to every General Court to be recorded by the secretary of the colony. In the first municipal election in New York City in 1689, the offices of Sheriff, Mayor and City Clerk were on the ballot.

The Puritan town of Woodstock, Massachusetts, appointed a town clerk in 1693 to record deeds and mortgages and to record the books. Because the town's people wanted to keep him on a permanent basis, he was given 20 acres of land and a fee of 12 pence for each town meeting plus 6 pence for each grant filed. The Town Clerk of Middleboro, Mass., on the other hand was compensated with "one load of fish taken at the herring-weir and delivered to his house." Three centuries later, one of his seventh-great-grandchildren is serving as City Recorder of the city of Newport, Oregon.

SUMMARY

Over the years, Municipal Clerks have become the hub of government, the direct link between the inhabitants of their community and their government. The Clerk is the historian of the community, for the entire recorded history of the town (city) and its people is in his or her care.

The eminent political scientist, Professor William Bennett Munro, writing in one of the first textbooks on municipal administration (1934), stated:

"No other office in municipal service has so many contracts. It serves the mayor, the city council, the city manager (when there is one), and all administrative departments without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

These words, written more than 80 years ago, are even more appropriate today.