



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, March 26, 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. **ROLL CALL**
3. **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.

4. **BOARD OF COMMISSIONERS**

- [A.](#) 2025 BOC Policy Handbook

5. **CITY MANAGER**

- [A.](#) Captain Melvin Jackson, Pinellas County Sheriff's Office

- [B.](#) John's Pass Dredging

- [C.](#) Gulf Beaches Public Library - FY 26 Budget Request

- [D.](#) City Information Dissemination - Texts

6. **COMMUNITY DEVELOPMENT**

- [A.](#) Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM

7. FINANCE

- [A.](#) Financial Overview Presentation - Thru March 2025

8. MARINA

- [A.](#) City Marina

9. PUBLIC WORKS

- [A.](#) Public Works / Satellite Building Change order
- [B.](#) Boca Ciega Street End Project Update 3-26-2025
- [C.](#) Automated Side Load Garbage Truck Lease Agreement
- [D.](#) Tom & Kitty Stewart Park Hurricane update
- [E.](#) Court of Honor update
- [F.](#) Archibald Park Update

10. 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.

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2023-05; AND PROVIDING FOR AN EFFECTIVE DATE.

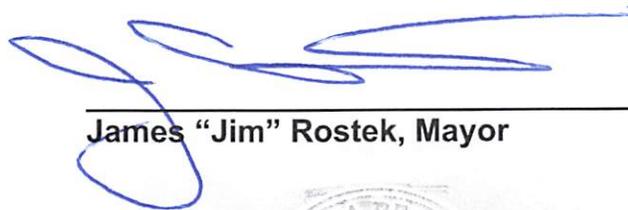
WHEREAS, City Charter Section 4.5 (B) authorizes the Board of Commissioners to determine its own rules for the order of business by resolution at a regular meeting of the Board of Commissioners within ninety (90) days following the municipal election.

WHEREAS, the Board of Commissioners desires to consider, update, amend, restate and adopt the recommended changes proposed by Commission members and City staff.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THAT:

1. The City of Madeira Beach Board of Commissioners Policy Handbook has been reviewed, updated, amended and restated.
2. The **“City of Madeira Beach Board of Commissioners Policy Handbook”** attached hereto as Exhibit “A” is hereby adopted.
3. A copy of this Resolution and the Board of Commissioners Policy Handbook will be provided to all Commission members, City staff, and posted on the City’s website.
4. Resolution 2023-05 is hereby repealed.
5. This resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 10th DAY OF April, 2024.



James “Jim” Rostek, Mayor

ATTEST:



Clara VanBlargan, MMC, MSM, City Clerk





**CITY OF MADEIRA BEACH
BOARD OF COMMISSIONERS POLICY HANDBOOK
(Resolution 2024-02; 04/10/2024)**



BOARD OF COMMISSIONERS POLICY HANDBOOK
Resolution 2024-02; April 10, 2024
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ARTICLE I

OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE CITY PROTOCOL

The City Charter provides information on the roles and responsibilities of the Board of City Commissioners. In accordance with City Charter, Sec. 4.5 (B), the Board of Commissioners shall determine its own rules and order of business by resolution within 90 days following each election. Once adopted by resolution, the legislation must be adhered to until any modifications thereof are made. The Board of Commissioners hereby adopt these policy guidelines describing the protocol for various official communications and representations on behalf of the City of Madeira Beach.

I. OVERVIEW OF ROLES & RESPONSIBILITIES

The roles and responsibilities of elected officials can be found in the City Charter, City Code as well as established past practices.

CITY CHARTER DUTIES

1. Mayor (City Charter, Section 4.3)

- Presides at all meetings of the Board of Commissioners.
- Have a voice and vote in the proceedings of the Commission.
- Recognized as the official head of the City of Madeira Beach, Florida, government for all ceremonial purposes and may issue Proclamations and award the Key to the City.
- Official for service of process (receives lawsuits and other documents on behalf of the City of Madeira Beach).
- Official designated to represent the City of Madeira Beach, Florida, in all agreements with other entities or certifications to other government entities but shall have no administrative duties except as required to carry out the responsibilities herein.

2. Vice-Mayor (City Charter, Section 4.4)

- The Board of Commissioners shall appoint a Vice-Mayor at its first regular meeting following the election. The term of Vice-Mayor shall be for one (1) year. The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor. Should the Vice-Mayor be required to act as Mayor for a period in excess of thirty (30) days, he/she shall receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.

3. Board of Commissioners (City Charter, Article IV)

All members of the Board of Commissioners have equal votes. No Commission member has more authority than any other Commission member. Each Commission member shall fully participate in the Board of Commissioners' meetings and may represent the City at ceremonial and/or formal functions at the request of the Mayor or District Commissioners.

II. GUIDELINES RELATED TO COMMISSION COMMUNICATIONS

1. Ceremonial Events

- Requests for City representative(s) at ceremonial events will be handled by the City Manager's Office. The Mayor serves as the designated City representative for ceremonial purposes. If the Mayor is unavailable to attend, the Vice-Mayor will be asked to represent the City, and if the Vice-Mayor is unavailable, another Commission member will be asked to represent the City. District Commissioners can also represent the City at ceremonial events if requested.
- Invitations received at City Hall by mail or email are presumed to be for official City representation. Invitations addressed to Commission members at their homes are presumed to be unofficial, personal invitations.
- All Commissioners are encouraged to show up and positively represent the City without violating the Sunshine Law.

2. Official Correspondence

- Each Commission member may prepare and send correspondence under their signature on City letterhead, but City letterhead shall not be used for personal or election or campaign correspondence. However, before sending correspondence, the Commission member shall check with the City Manager or the City Clerk to see if an official City response has already been sent or is in progress. A signed copy of the correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- No written commitment or position shall be made by any individual member of the Board of Commissioners on behalf of the City without first having obtained a majority direction from the Board of Commissioners. A copy of all correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- All official and legal correspondence of the City, including contracts, agreements and ordinances, shall be signed by the Mayor or as otherwise provided within the correspondence. In the absence of the Mayor, the Vice-Mayor shall sign on behalf of the City. A copy of all official and legal correspondence of the City shall be given to the City Clerk to be filed as part of the public record.
- All correspondence received at City Hall for the Mayor and Commissioners is considered official mail, excluding anonymous mail, and shall be opened by the City Clerk. Originals shall be filed as part of the public record and a copy of the mail shall be placed in the mailbox of the Commission member to whom the mail was addressed to. Although, anonymous mail is considered a public record it is not considered official mail and will be treated accordingly depending on the nature of its contents.

3. Public Communications

- The Board of Commissioners will endeavor to inform and interact with the public in meaningful and respectful ways that convey accurate information, using the following guidelines:
- Commission members frequently are asked to explain an action made by the Board or to give their opinion about an issue as they meet and talk with constituents in the community. Commission members may give a brief overview of a decision made by the Board or City policy and to refer to City staff for further information.
- Commission members may not overtly or implicitly promise Board of Commissioners action, or to promise City staff will do something specific (i.e., fix a pothole, void a parking ticket, plant new flowers in the median, etc.). Commission members shall make no promises on behalf of the Board of Commissioners.
- Commission members may not make any personal comments, verbal or nonverbal, about other Commission members.
- Commission members may publicly disagree about an issue, but one should refrain from making derogatory and/or inflammatory comments, verbal or nonverbal, about other Commission members, based on their opinions, and actions.
- A Commission member may have the City Manager inform and interact with the public on their behalf.
- Commission members should not give any opinions on issues to be decided by the Board of Commissioners.

III. COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the policies of the Board of Commissioners. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Do not get involved in administrative functions. (City Charter, Section 4.6. C.)

- Board of Commissioners shall not interfere with Administration.

Language as written in City Charter, Section 4.6., B. “*Appointments and removals.*” Neither the Board of Commissioners nor any of its members shall in any manner dictate the *appointment or removal* of any City administrative officer or *employees whom the City Manager or any of his/her subordinates are empowered to appoint*, but the Board of Commissioners may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.”

Language as written in City Charter, Section 4.6., C. *“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, directly, or indirectly.”*

- It is permissible for a Commission member to ask questions of or request information from a City officer or its employees for clarification of an item listed on the agenda in preparation of a meeting, as long as the request is through the City Manager.
- Language as written in City Charter, Section 4.9. Investigations. *“The Board of Commissioners may make investigations into the affairs of the City by appointing a Charter Officer to investigate internal affairs of the City and report their findings to the Board of Commissioners.”*

2. Check with City staff on correspondence before taking action.

Often, the City Manager or City Clerk will be aware of a response already provided on behalf of the City that can be useful to the Board of Commissioners in understanding the status of projects, complaints, and other inquiries.

3. Do not attend meetings with City staff unless requested by a department director through the City Manager.

Even if a Commission member does not say anything, his/her presence implies support, shows partiality, intimidates staff, and hampers staff’s ability to do their job objectively.

4. Limit requests for staff support.

Routine secretarial support will be provided to the Board of Commissioners by the City Clerk’s Office. All mail for the Mayor and Commissioners is opened and a copy retained by the City Clerk. Mail addressed to the Mayor that may need immediate response or action may be reviewed first by the City Manager who may note suggested action and/or follow-up items. Depending on the nature of the contents of anonymous mail, the City Attorney will first review it.

Requests for staff support - even in high priority or emergency situations -- shall be made to the City Manager who is responsible for allocating City resources to maintain a professional, well-run City government.

5. Do not solicit political support from staff.

The Board of Commissioners shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates and engage in other political activities, but all such activities shall be done away from the workplace. City staff in uniform shall not be asked to pose with candidates for office nor shall City equipment, letterhead, logos, paper, envelopes or other city materials be used in, or to create political campaign advertisements.

IV. COMMISSION CONDUCT WITH THE PUBLIC

The Board of Commissioners are held to the highest standards of ethics and shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their official position or authority improperly or for personal gain.

1. In Public Meetings

- The Board of Commissioners will only use city issued electronic devices on the dais and/or in a public meeting and refrain from the use of personal electronic devices on the dais and/or in a public meeting, unless authorized by the Board of Commissioners.
- The Board of Commissioners shall make the public feel welcome, which is an important part of the democratic process. No signs of partiality, prejudice or disrespect shall be evident on the part of individual Commission members toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony. Commission members should be fair and impartial in listening to the public during public comment.
- The public will be given a reasonable opportunity to be heard on a proposition before a board or Commission.

Section 286.0114(3), F.S., states that the public's "opportunity to be heard" does not apply to:

- 1) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Commission to act;
- 2) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- 3) A meeting that is exempt from s. 286.011; or
- 4) A meeting during which the board or Commission is acting in a quasi-judicial capacity. See AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).

The statute does not prohibit a board or Commission from “maintaining orderly conduct or proper decorum in a public meeting.” Section 286.0114(2), F.S. In addition, the opportunity to be heard is “subject to rules or policies adopted by the board or commission” as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

- 1) Provide guidelines regarding the amount of time an individual must address the board or Commission;
 - 2) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or Commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
 - 3) Prescribe procedures or forms for an individual to use in order to inform the board or Commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
 - 4) Designate a specified period of time for public comment.
- If a board or Commission adopts such rules or policies and thereafter complies with them, it is deemed to be acting in compliance with the statute.

- 1) The Board of Commissioners adopted a “Pledge of Civility” and a “Mission and Vision Statement” in 2018 to maintain orderly conduct and proper decorum in the public meetings:

PLEDGE OF CIVILITY (Resolution 2018-10; 08/14/2018)

- We will always show respect to one another.
- We will direct all comments to the issue before us.
- We will refrain from personal attacks.

- 2) **MISSION AND VISION STATEMENT** (segments of Resolution 2018-08)
 - **Public Trust** – We believe that honesty and integrity are the foundation of all constructive relationships and the basis of public trust. We will ensure that there is thorough ethical behavior and decision making.
 - **Transparency** – We will protect and preserve open and honest governance to maintain the public’s trust and confidence.
 - **Teamwork** – We are committed to working together, embracing diversity and inclusion to best serve one another and the public.
 - **Accountability** – We define accountability as taking ownership and responsibility for the outcomes of our decisions, actions, and management of our resources.

- **Professionalism** – Professionalism is dedication to excellence through integrity, requiring careful analysis of issues, free of personal biases, with a commitment to the organization and the community.
- **Respect** – We value all viewpoints and opinions and treat each other with courtesy and respect.

2. In Unofficial Settings

The Board of Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as role models for the City. Honesty, integrity, and respect for the dignity of each individual shall be reflected in every word and action taken by Commission members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

The Board of Commissioners shall keep in mind that to the public they are first and foremost an elected official and that distinction makes the City Commissioner different from other residents, electors or citizens. All Commission members shall guard against any actions or words that would give even the appearance of bullying or misuse of their position.

3. In Official Forms of Media

Communication through media is an integral part of any governmental agency. All forms of media (television, newsletter, web site, etc.) play an important role in getting messages out to our community. The Board of Commissioners recognize a responsibility to make available accurate information to the public in a timely manner; understanding that people form opinions about the City based on what they read, hear and see. The objective of the City's media communications is to ensure public opinions are formed upon the basis of accurate information. To that purpose, the Board of Commissioners has established multiple media for proactively communicating with the community. The Commission members may ask that the City Manager speak on their behalf.

4. Monthly City Manager's Report

The City Manager shall put out a monthly report for the purpose of conveying City news, events and project status reports to the community. Monthly reports include more detailed information when necessary.

5. Website

The City maintains a website, www.madeirabeachfl.gov, for the benefit of residents and visitors. The website is intended to provide access to City contact information, services, requests for bids and proposals, general announcements and meeting notices, agendas, and results as well as maps, among other features. The website also provides a means for the public to access published reports, such as the Certified Annual Financial Report (CAFR), the Annual Budget and the State of the City Address without coming to City Hall or paying for public records. These reports are generally too lengthy for publication in the monthly City Manager's Report or through the government access channel. While the information at the City's website can be accessed in "real time," it is maintained by City

staff on a time available basis and updated as frequently as possible to remain current and accurate.

6. Government Access Channel or alternative measure

The City maintains a government access channel, currently Channel 640 – Madeira Beach TV (MB-TV) through the local cable television franchise provider for the benefit of residents and visitors. MB-TV is available within the corporate limits of Madeira Beach and is programmed from City Hall. The MB-TV channel is used to broadcast. This service provides residents and interested persons with a first-hand account of the City’s conduct of business. The goal is to use Closed Captioning in order to comply with ADA Recommendations.

7. Video Live Streaming

The City video Live Streams its Board of Commissioners (BOC) meetings to allow for more transparency to its citizens. BOC meetings can be watched live through You Tube Streaming on the City’s website or accessed anytime following the meeting. The State retention requirement for Live Streaming videos is two anniversary years after adoption of the official minutes or certification of transcript. Commission members shall make every effort to use the microphone when speaking so that their words can be heard on Live Streams and recordings.

Candidate Forums will be video live streamed on the government access channel even if it involves City personnel.

V. COMMISSION CONDUCT WITH OTHER PUBLIC AGENCIES

1. Be clear about representing the City or personal interests.

If a Commission member appears before another governmental agency or organization to give a statement on an issue, they shall clearly state:

- If his or her statement reflects personal opinion or is the official stance of the City taken by the Board of Commissioners at a noticed meeting;
- Whether this is unanimous or the majority or minority opinion of the Board of Commissioners;
- If a Commission member is representing the City in an official or liaison capacity, they should speak or state the official City position on an issue, not a personal viewpoint. If the Commission member is representing another organization whose position is different from the City, they shall state that during their comments. Commission members shall be clear about when they represent the City and when they are speaking in an individual or other capacity.

2. Correspondence shall be equally clear about representation.

City letterhead may be used when a Commission member is representing the City and the City’s official position. A copy of official correspondence shall be given to the City Clerk to be filed in the Clerk’s Office as part of the public record and placed on the website. It is best that City letterhead is not used for correspondence of City Commissioners representing a personal point of view, or a dissenting point of view from an official Board of

Commissioners position. City letterhead should only be used for official City business and shall not be used for personal correspondence or for any election or campaign correspondence. The City Clerk or the City Manager shall approve that letter to be sent out.

VI. COMMISSION CONDUCT WITH BOARDS AND COMMITTEES

The City has established various appointed Boards and Committees as a means of gathering recommendations after providing more public opportunities for more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Board of Commissioners. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

1. **If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the Board of Commissioners eventual consideration.**

- Commission members may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be sensitive to the way in which their presence may be viewed as unfairly affecting the process, especially if Commission members attend as a formal liaison on behalf of the Board of Commissioners. Commission members shall remember that attendance at a quasi-judicial hearing before a Board may place him/her in a position to be asked to disclose their attendance and any written or oral ex parte communications, or even recuse him/herself if there is evidence of prejudice or bias when the quasi-judicial matter is brought to the Board of Commissioners.
- Any public comments by a Commission member at an advisory Board or Committee meeting shall be clearly made as individual opinion and not a representation of the Board of Commissioners. The Board of Commissioners appoint Boards and Committees at large to provide independent recommendations to the Board of Commissioners and/or the City Manager. Commission members should be careful when suggesting a course of action or recommendation to an advisory Board or Committee because this could interfere with the independent judgment of the advisory Board or Committee contrary to the purpose and intent of the system.

2. **Limit contact with Board and Committee members to questions of clarification.**

- Remember that the Board of Commissioners appoint Boards and Committees to serve the community, not individual Commission members.
- It is prohibited for a Commission member to contact a Board or Committee member to lobby on behalf of an individual, business, or developer or to suggest or recommend an action be taken. Board and Committee members are appointed to take public comment and make independent recommendations to the Board of Commissioners and/or the City Manager, not vice versa (i.e., not to follow recommendations that may be desired by an individual Commission member). It is prohibited for advisory Board members and/or Committee members to contact Board of Commissioners to influence or to communicate a perspective counter to the official actions of the Board or Committee actions. All positions of an advisory Board or Committee shall be reduced

to a written recommendation that is voted upon and, if desired, the written recommendation(s) may contain majority, minority or individual comments or concerns.

- The Board of Commissioners appoint individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by the Board of Commissioners. Board and Committee members do not report to individual Commission members, nor shall Commission members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Committee shall be based on such criteria as expertise, ability to work with staff and the public and commitment to fulfilling official duties. A Board or Committee appointment shall not be used as a political "reward" for assistance in any campaign activities.

3. Be respectful of diverse opinions.

A primary role of Boards and Committees is to represent many points of view in the community and to provide the Board of Commissioners with advice based on a full spectrum of concerns and perspectives. Commission members may have a closer working relationship with some individuals serving on Boards and Committees but shall be fair, balanced and respectful of all citizens serving on Boards and Committees.

4. Keep political support away from public forums.

Board and Committee members may offer political support to a Commission member, but not in a public forum while conducting official duties. Conversely, the Board of Commissioners may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Commissioner.

VII. BOARD MEMBERS ATTENDING MEETINGS OR SERVING AS MEMBERS OF ANOTHER PUBLIC BOARD

1. Board members attending meetings of another public board.

2022 Government in the Sunshine Manual, Page 20 & 21:

“Several Attorney General Opinions have considered whether one or more members of a board may attend or participate in a meeting of another public board. For example, in AGO 99-55, the Attorney General’s Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that “if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice.”

“Moreover, while recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one “commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues.” AGO 00-68. *Accord* AGO 98-79 (city commissioner may attend a public community development board meeting held to consider a proposed city ordinance and express his or her views on the proposed ordinance even

though other city commissioners may be in attendance; however, the city commissioners in attendance may not engage in a discussion or debate among themselves because “the city commission’s discussions and deliberations on the proposed ordinance must occur at a duly noticed city commission meeting”). *See also* AGOs 05-59 and 77-138.”

2. Board members serving as members of another public board.

2022 Government in the Sunshine Manual, Page 21:

“Board members who also serve on a second public board may participate in the public meetings of the second board held in accordance with s. 286.011, F.S., and express their opinions without violating the Sunshine Law. AGO 07-13. In other words, “when two county commissioners are presently serving on [a regional planning] council this does not turn a meeting of the planning council into a county commission meeting, and the Sunshine Law does not require any additional or different notice of planning council meetings because of the presence of these county commission members.” *Id.* “Similarly, AGO 98-14 concluded that membership of three city council members on the metropolitan planning organization did not turn a council meeting into a metropolitan planning organization meeting that required separate notice. Because, however, the discussion of metropolitan planning organization matters was planned for the council meeting, the city council had properly included mention of such items in its notice of the council meeting.”

“Similarly, in AGO 91-95, the Attorney General’s Office concluded that a county commissioner may attend and participate in the discussion at a public meeting held by the governing board of a county board on which another commissioner serves. However, “in an effort to satisfy the spirit of the Sunshine Law,” the opinion also recommended that the published notice of the county board “include mention of the anticipated attendance and participation of county commission members in board proceedings.” *Id.*”

VIII. COMMISSION CONTACT WITH THE MEDIA

Board of Commissioners are frequently contacted by the media for background, quotes and interviews. Whenever possible, Commission members, as the City's policy makers, shall be the first contact with the media. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the Board of Commissioners general policies for conduct with the media:

1. Legal Issues.

Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues. The City Attorney has sole discretion as to whether or not to comment, and the substance of any comments, on any legal issues or litigation in the press.

2. Use a designated spokesperson for the City’s position on controversial issues.

When sensitive or controversial issues arise, it is essential that a central focal point for information be established. The City Manager may be designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.

- 3. In the absence of designation, the Board**
- 4. of Commissioners shall be clear for the record.**

If an individual Commission member is contacted by the media, they shall be clear about whether their comments represent the official City position or a personal viewpoint. Commission members are urged to avoid instigative or preemptive contact directly with the media or through others for purposes espousing a position contrary to that of the majority of the Board of Commissioners or in the absence of an official position by the City.

5. Guidelines for Media Contacts:

What to Say:

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure and stay within legal limits by not making any slanderous or libelous statements. Choose words carefully and cautiously to avoid being taken out of context.

6. Guidelines for Email, Texts, and Social Media:

All email, text messages, and social media postings (for example: twitter, Facebook, snapchat, Instagram, etc..) regarding any issue that may come before the Board of Commissioners is official business and a public record, must be retained, shall not be deleted and should be forwarded to your official City email address for record retention and search purposes. Appointed and elected City officials *shall not* make anonymous postings on any electronic media with regard to any issue that may come before the City as official business.

ARTICLE II.

RULES OF PROCEDURE FOR BOARD OF COMMISSIONERS MEETINGS

Pursuant to the Madeira Beach City Charter, Section 4.5, the Board of Commissioners shall determine its own rules and order of business, by resolution, within 90 days in which the election is held.

I. POLICY

1. General Rules

- **Meetings to be Public.** All meetings of the Board of Commissioners shall be noticed and open to the public, except for such meetings as are exempt by general law. Any meeting of two or more Commission members, in which City business is discussed is prohibited without the appropriate notice as specified in Florida State Statues.
- **Quorum.** A simple majority of the members of the Board of Commissioners shall, free of voting conflict, constitute a quorum and be necessary to conduct business of the Board of Commissioners. If a quorum is not present, those in attendance will be named and they shall adjourn.
- **Minutes of Proceedings.** Meeting minutes of the Board of Commissioners shall be kept by the City Clerk, except for such meetings as are exempt by general law.
- **Voting.** As set forth in the Charter, ordinances, resolutions, and other action requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record the vote of all Commission members.

In the event one or more members are absent and any motion for a final decision fails to achieve the affirmative vote of three (3) Commission members, and no further action by the Board of Commissioners to achieve three (3) affirmative votes can be obtained, then such ordinance, resolution or other action shall be automatically continued to the next regularly scheduled meeting, or a special meeting scheduled for that purpose. No ordinance, resolution or other action shall be automatically continued more than once and if upon one continuance it does not obtain three (3) affirmative votes the matter shall fail.

- **City Manager.** The City Manager is expected to attend the meetings of the Board of Commissioners and shall have the right to take part in all discussions.
- **City Attorney.** The City Attorney or their designated substitute counsel is expected to attend the meetings of the Board of Commissioners and provide guidance and opinions on questions of law. Under Staff Reports on each BOC regular meeting agenda, the City Attorney shall provide a monthly staff report to the Board regarding the status of any ongoing litigation.

- **City Clerk.** The City Clerk or their designee shall attend the meetings of Board of Commissioners and record all votes and keep the official minutes of the proceedings.
- **Administrative Staff.** The Administrative staff shall attend meetings and workshops when required.
- **Rules of Order.** The current edition of Robert's Rules of Order shall be the rules of order; in addition to the rules of procedure stated in this policy handbook.

2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings

- **Regular Meetings.** The Board of Commissioners shall meet in the Commission Chambers or another designated place within the City boundaries, for regular meetings. Regular Meetings shall commence at 6:00 p.m. or as amended from time to time, on the second Wednesday of each month, or as otherwise determined by the City Manager if the regular meeting falls on a Holiday, City Election or other event that warrants rescheduling the meeting. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure to address items that require official action before the next regularly scheduled meeting. The Board of Commissioners and/or City Manager shall determine the date and time of the meeting.
- **Special Meetings.** Special meetings may be called by the Mayor by a majority of the Commission with appropriate notice with no less than twenty-four (24) hours' notice in writing to each member and the public (language stated in City Charter). Special meetings may also be called and noticed in a manner similar to regular meetings for special or specific purposes where formal action of the Board of Commissioners may be necessary or desirable. Special meeting notices shall encompass a minimum of one non-holiday weekday.
- **Workshop Meetings.** The Board of Commissioners may meet in the Commission Chambers for Workshop meetings. Workshop meetings shall commence at 6:00 p.m. on the fourth Wednesday of each month or as otherwise determined by the City Manager and/or the Board of Commissioners. Workshop meetings are informal legislative sessions, but to allow the Board of Commissioners to informally discuss topics and gain a better understanding of topics prior to formal consideration. To allow some understanding of the status of discussion of items, a verbal consensus may be ascertained to determine an appropriate next step, but such consensus is *not binding* on the Board of Commissioners.

3. Presiding Officer and Duties

- **Presiding Officer.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.
- **Parliamentarian.** The City Attorney shall act as the parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The Board could choose one of its members who is knowledgeable about the procedures to act as

the parliamentarian. Each Commission member must understand the parliamentary procedures, or it will be impossible to conduct its meeting properly.

- **Preservation of Order.** The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.
- **Point of Order.** The Presiding Officer shall determine point of order. Point of order shall not be entertained from the audience.
- **Recognition of Speakers.** The Presiding Officer shall recognize speakers from the public in keeping with the procedures established herein but shall do so in a way that remains constructive without being repetitive. In instances where large contingencies are represented, the Presiding Officer may ask for a limited number of representatives to represent the overall sentiments of the group. However, in no instance shall anyone be precluded from addressing the Board of Commissioners.
- **Recognition of Commission Members wishing to Speak.** The Presiding Officer shall allow an opportunity for Board of Commissioners to comment on items but shall not solicit comment from each member on every item but shall recognize those Commission members wishing to speak.

4. Order of Business for BOC Regular Meetings

- **Order of Business.** The general rule as to the order of business in Board of Commissioners (BOC) regular meetings, with the exception of the Agenda Setting Meeting, shall be as follows:
 1. Call to Order
 2. Invocation and Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Proclamations/Presentations
 - 5.1. Proclamations
 - 5.2. Presentations
 6. Public Comment
 7. Approval of Minutes
 8. Consent Agenda
 9. Public Hearings
 10. Unfinished Business
 11. Contracts/Agreements
 12. New Business
 13. Agenda Setting Meeting
 14. Reports/Correspondence
 - A. City Commission
 - B. City Attorney
 - C. City Clerk
 - D. City Manager
 15. Adjournment

- **Order of Business for the Regular or Special Meeting following the Election.** When newly elected officials are sworn into office, the meeting agenda may be formatted differently to allow for the ceremonial portion of the meeting to take place before any official business listed on the agenda.

5. Explanation of Order of Business for Regular Meetings

- **Agenda.** The order of business for each meeting shall be as contained on the Agenda. The Agenda is a listing by order of business of topics to be considered by the Board of Commissioners. Additional guidance is provided below as to the purpose of the agenda sections.

1. Call to Order. The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.

2. Invocation and Pledge of Allegiance.

3. Roll Call – The City Clerk calls the roll.

4. Approval of the Agenda – Approval of the Agenda consists of all items listed on the meeting agenda.

5. Proclamations/Presentations.

5.1. Proclamations. This section is provided for presentation of Proclamations to be read in full and presented by the Mayor, City Clerk or City Manager. The intent is to list and read only those proclamations that will be formally presented and received by a representative of the requesting agency or organization at the Board of Commissioners Meeting. Otherwise, proclamations may be issued at the Mayor’s discretion and forwarded through the City Clerk’s Office.

5.2. Presentations. This section is provided for any additional presentations held during City meetings. Presentations can be added during Agenda Setting Meetings and can be requested by the Board as a consensus or requested by an individual Commission member. The City Manager also has the authority to add a presentation to the agenda at his own discretion. The speaker’s presentation shall be limited to 10 minutes.

6. Public Comment. This section is reserved for public participation on matters of concern pertaining to City business; and which are not on the agenda. Public comment is made in person and not represented by emails, tweets, or other types of information, unless there is a declared State of Local Emergency requiring virtual meetings of the Board of Commissioners. Public Comment is subject to the following protocol.

Manner of Addressing the Board of Commissioners. Each person addressing the Board of Commissioners shall step up to the microphone, give his or her name and address and the organization or group they represent, if

any, in an audible tone of voice for the record and shall limit their address to five (5) minutes unless extended by the Mayor, more time may be granted to applicants and affected persons with legal standing in quasi-judicial hearings. Yielding of time for an additional five-minute period is allowed. If no time is yielded, the person speaking can ask for additional time to speak. If the additional time is appropriate, the Presiding Officer can offer the Commissioners the opportunity to consent to an extension.

Comment Cards. Comments cards may be completed by individuals from the audience, whether it is a public forum question or an agenda item. The comment cards shall be available at the back table in the Commission Chambers, and the individual shall write their name, address, and a brief comment about what it is that they would like a response on. It is not mandatory that a speaker complete a comment card.

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. It is not mandatory to complete a comment card.

Reading of Protests. Interested persons, or their authorized representatives, may address the Board of Commissioners for the reading of protests, petitions, or communications relating to any matter over which the Board of Commissioners has jurisdiction.

7. **Approval of Minutes.** A majority vote required to approve the minutes of the previous meetings.
8. **Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are waivers for special events, bid or purchase awards for equipment, goods or services already approved within the budget, invoices, and budget transfers. There is no separate discussion of these items unless a Commission member requests an item be removed for consideration in its normal sequence on the agenda. Members of the public do not have discretion to remove items from the Consent Agenda, yet the Mayor, as Presiding Officer, may acknowledge any such request and remove an item on their behalf. The approval of the Consent Agenda shall be handled in one motion, i.e. "I move that the Consent Agenda, (items "x" through "z") be approved; or if items are to be removed, a typical motion might be, "I move that we approve Consent Agenda items "x" through "z" with the exception of item "y" for discussion."
9. **Public Hearings.** The section is for items requiring a public hearing required by law. Certain public hearings are quasi-judicial in nature. A quasi-judicial proceeding requires the Board of Commissioners to act in a quasi-judicial, rather than legislative, capacity. At a quasi-judicial hearing, it is not the Board's function to make law but rather to apply law that has already been established. In a quasi-judicial hearing, the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply

those findings of fact to previously established criteria contained in the code of ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at this hearing that the law considers competent, substantial and relevant to the issues. If the competent, substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria established in the code of ordinances, then the Board must find in favor of the applicant. By the same token, if the competent, substantial, and relevant evidence at the hearing demonstrates that the applicant has failed to meet the criteria established in the code of ordinances then the Board is required by law to find against the applicant. The established procedure which will be followed by the Board is set forth in Chapter 2, Article I, Division 2 of the Code of Ordinances.

- 10. Unfinished Business.** The section is provided to allow completion of matters already under discussion by the Board of Commissioners from a previous meeting, excluding public hearings required by Law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of unfinished business. Citizen input shall be limited to five (5) minutes.
- 11. Contracts/Agreements.** This section is provided to allow more careful consideration of complex contracts and agreements that require individual approval. Citizen input may be heard once a motion is made by the Board of Commissioners on items of contract/agreements and shall be limited five (5) minutes.
- 12. New Business.** This section contains all remaining agenda items for consideration by the Board of Commissioners, excluding public hearings, as required by law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of new business. Citizen input shall be limited to five (5) minutes.
- 13. Agenda Setting Meeting.** This section is for the purpose of setting the Workshop Agenda for the Workshop to be held on the fourth Wednesday of the month. Items to be added to the agenda may be requested by the Board of Commissioners, Charter Officers, and City Staff. Not all items need to be workshopped. The City Manager shall determine the form and manner of how the item will be addressed. The City Manager will read back the requested items to be workshopped for clarification purposes if necessary.
- 14. Reports/Correspondence.** This section is set aside for standing reports from Commission members to provide a status report based upon their attendance or representation of the City at various governmental boards and agencies. This section is limited to five (5) minutes.

The Reports section also provides for the City Manager, City Clerk, and the City Attorney to make reports, announcements, and report on current topics. This section is limited to five (5) minutes.

Litigation Status Report. This section will allow for any litigation updates by the City Attorney.

Outstanding Lien Settlements. This section will allow for any updates by the City Attorney on Outstanding Lien Settlements and liens that are over \$5,000.00. If the City Attorney is approached by a property owner to settle an outstanding lien, the Commission must be able to review the details of a case at a Workshop followed by final approval or rejection of the proposed settlement during a Regular BOC Meeting. This section is limited to five (5) minutes.

6. Agenda Preparation

- **Notice.** The final agenda for regular, special, and workshop meetings shall serve as public notice for each respective meeting. Agendas and public notices shall be posted at City Hall, Gulf Beaches Public Library, if possible, and the City's website by no later than 3:00 p.m. on the Thursday prior to the meeting.
- **Packets.** The City Manager and City Clerk are responsible for publishing the agenda packets. The deadline for publishing agenda packets is on Wednesday afternoon, the week before the scheduled meeting. However, at times it may be necessary to publish the agenda packets by Thursday afternoon to allow for any unforeseen items or emergency items. Only when necessary, paper copies of agenda packets are provided to the Board of Commissioners or at the request of a Commission member. Paper copies of the agenda packet are placed in Commission mailboxes at City Hall.

The publishing deadline allows sufficient time for the Board of Commissioners to review the packet materials, and to obtain additional information on the agenda items from the City Manager, City Clerk, City staff, or other entities, if necessary, to be more knowledgeable in preparation of the meeting and for voting purposes.

For workshop meetings and regular meetings that are not held on a regularly scheduled meeting date, a similar lead time schedule for agenda and packet materials shall be followed, unless otherwise determined by the City Manager or City Clerk.

ARTICLE III
SUSPENSION AND AMENDMENT OF RULES

I. SUSPENSION AND AMENDMENT OF THESE RULES

- 1. Suspension of Rules.** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Board of Commissioners.
- 2. Amendment of Rules** This policy shall be reviewed annually and adopted by resolution within 90 days following each election. The policy may be amended, or new provisions made by a majority vote of all members of the Commission. Each year following the regular election, any modifications previously made by motion will be formalized in the resolution, City Charter, Section 4.5 (B).

I. DEFINITIONS

- A. Certificates of Recognition, Appreciation, and/or Achievement (“Certificates”): An honorary document issued by the City, used to honor special events or individuals.
- B. Key to the City: An honor bestowed by the City, upon distinguished persons or organizations in Cocoa Beach, symbolizing outstanding civic contributions or other significant accomplishments.
- C. Proclamation: An official public announcement or declaration to formally recognize and/or draw awareness to an issue that impacts the City of Cocoa Beach, during a specific time frame.

II. STATEMENT OF POLICY

- A. The City wishes to provide an avenue to encourage public awareness, and provide recognition to what is significant to the City of Cocoa Beach.
- B. This policy provides for directives, and criteria for the issuance of ceremonial elements.

III. POLICY AND PROCEDURE

- A. Criteria.
 - 1. Certificates. Celebrate achievements and recognize individuals and organizations for their accomplishments. May be issued for things such as, and not limited to, significant birthdays, anniversaries, retirements, professional celebrations, and award recipients.
 - 2. Key to the City. The City’s most prestigious award. May be given selectively to honor a person, which may or may not be a Cocoa Beach resident, with extraordinary, significant accomplishments and contributions to any of the following: the history, economic, social and/or cultural fabric of the City. The Key may be given to honor significant contributions to the military service, to persons who have performed acts of heroism in the City, and to dignitaries and celebrities who have an effect on the City and are visiting.
 - 3. Proclamation. These may include, but are not limited to Cocoa Beach citizen recognitions; City organizations with occasions of significance; dates that are noteworthy or historically significant, special events, civic celebrations, fund-raisers benefiting the citizens of Cocoa Beach, individuals who have made a significant contribution to society, and significant events or anniversaries of major City of Cocoa Beach based institutions and companies. Proclamations will not be offered for matters of political controversy; ideological or religious beliefs, individual convictions; for campaigns or events contrary to City policies, and for commercial reasons. Proclamations are honorary, are issued as a courtesy, are not legally binding, and do not constitute an endorsement by the City of Cocoa Beach.

- B. Requests. City Commissioners, City staff, individuals, and organizations seeking a Proclamation, Certificate, or Key to the City shall submit their request in writing to the City Manager or City Clerk. Standing requests or rolling requests will not be accepted.

Requestors may use the City's Proclamation, Certificate and Key to the City Request Form ("Form") available on the City's website at cityofcocoabeach.com. Requests may also be submitted via email at citymanager@cityofcocoabeach.com or cityclerk@cityofcocoabeach.com, or in writing addressed to the City Manager or City Clerk at P.O. Box 322430, Cocoa Beach, Florida 32932-2430.

C. Approval.

1. Certificates. Upon receipt of a complete, qualifying request for a Certificate, the City Manager's Office will process the Certificate for signature by the Mayor. The City reserves the right to refuse issuance.
2. Key to the City. The City Commission will consider a complete, qualifying request for a Key to the City during a public meeting, and determine awarding of Key. Few and limited exceptions apply when Commission approval is not required.
3. Proclamation. Upon receipt of a complete, qualifying request for a Proclamation, the City Manager's Office will process the Proclamation for signature by the Mayor. The City reserves the right to refuse issuance. If the City chooses not to issue the Proclamation, the requestor may appeal the decision to the City Commission, under the Public Comments portion of the Agenda.

- D. Issuance. Upon approval of a Proclamation, Certificate, or Key to the City, the City shall process the issued document or Key as requested by the applicant.

Proclamation, Certificate and Key to the City Request Form
City of Cocoa Beach
Request for
Certificate _____
Proclamation _____
Key to the City _____

Certificates of Recognition, Appreciation, and/or Achievement ("Certificates"): An honorary document issued by the City, used to honor special events or individuals.

Key to the City: An honor bestowed by the City upon distinguished persons or organizations in Cocoa Beach, symbolizing outstanding civic contributions or other significant accomplishments.

Proclamation: An official public announcement or declaration to formally recognize and/or draw awareness to an issue that impacts the City of Cocoa Beach, during a specific time frame.

The contact person's first and last name, address, telephone number, and email address:

Name of the person or the date and name of the event to be proclaimed or recognized:

A brief summary and/or background of the event, organization, or person. If requesting Key to the City, please enumerate extraordinary, significant accomplishments and contributions deserving the recognition.

Indicate whether the Proclamation, Certificate, or Key to the City is to be mailed, picked up, or if the requestor wishes to have this presented at a City Commission meeting. Charges will be incurred for mailing of the Key to the City.

Reason for Recognition (*Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation*):

Date and Time of Recognition: _____

Document is to be:

- Presented at a Commission Meeting _____ (month / year)
- Presented at the following event _____ (Please provide event information)
- Picked up by _____ on _____ (date)
- Mailed to _____

Note: Submission of a request for a Proclamation, Certificate or Key to the City does not guarantee issuance.

RESOLUTION 2024-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, ADOPTING A CEREMONIAL ITEMS POLICY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, City Council wishes to award ceremonial items to celebrate the achievements of residents, businesses, and organizations, fostering community connection and engagement; and

WHEREAS, a ceremonial items policy is needed to outline the procedures for submitting requests, processing, and issuing ceremonial items; and

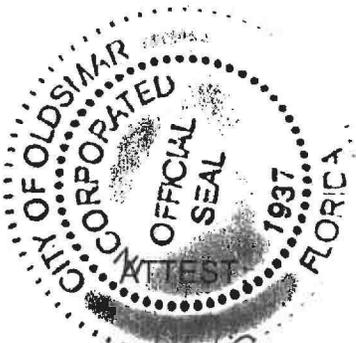
WHEREAS, City Council, based on the direction provided at its September 24, 2024 Work Session, wishes to adopt a Policy outlining the procedures for submitting requests, processing, and issuing ceremonial items.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the City Council of the City of Oldsmar hereby approves the Ceremonial Items Policy attached as Exhibit A hereto.

Section 2. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, THIS 19 DAY OF November, 2024.



[Handwritten signature]

**Kristin Garcia, CMC
City Clerk
City of Oldsmar**

[Handwritten signature]

**Daniel M. Saracki, Mayor
City of Oldsmar**

APPROVED AS TO FORM:



Thomas J. Trask, B.C.S.
City Attorney
City of Oldsmar

Exhibit A

CEREMONIAL ITEMS POLICY

STATEMENT OF POLICY

The City Council awards ceremonial items to celebrate the achievements of residents, businesses, and organizations, fostering community connection and engagement.

This policy outlines the procedures for submitting requests, processing, and issuing ceremonial items.

DEFINITIONS

Proclamation: A Proclamation is an official public declaration by the Mayor to recognize or raise awareness of an organization, business, issue, event, or individual that has impacted the City of Oldsmar during a specific time frame.

City Council – City Manager Award: The City Council - City Manager Award may be presented by the Mayor, Council members, or City Manager to recognize individuals for their contributions to the City of Oldsmar.

Business of the Quarter Award: The Business of the Quarter award recognizes a business, nonprofit organization, or religious institution each quarter of a calendar year.

Key to the City: The Key to the City is an honor and ceremonial gesture granted by the Council to distinguished individuals or special guests, typically to recognize exceptional civic contributions.

Board Member Milestone Awards: Board Member Milestone Awards are awarded to Board Members for their years of service in 5-year increments at the annual Volunteer Appreciation Dinner.

Certificates of Recognition and Appreciation: Certificates of Recognition and Appreciation are awarded to those individuals or organizations who have performed some act or completed some task or effort on behalf of the City or residents of the City such as graduation certificates awarded to Citizens Academy graduates.

Purple Heart Challenge Coin: The Purple Heart Challenge Coin, presented by a Veterans Advisory Board Member through a handshake.

City Coin: The City Coin is a coin created for Council Members or the Mayor to present at their discretion.

Congratulatory Letters: Congratulatory Letters are issued to individuals or organizations for accomplishments such as those congratulating Eagle Scouts, Girl Scouts, and newly elected municipal officials in Pinellas County.

POLICY AND PROCEDURE FOR CEREMONIAL ITEMS:

Proclamation

Individuals and organizations seeking a proclamation must submit an application along with sample language that can be modified. Recipients must be able to attend the Council meeting to receive the proclamation, as proclamations will not be mailed. The Mayor and/or Council members may also propose a proclamation, subject to Council approval. Proclamations will be listed on the agenda under the Consent Docket for approval at the Council meeting prior to their presentation. Approved proclamations will be presented by the Mayor and/or Council members on a rotating basis. Proclamations proposed by City staff will continue to be added to Council meeting agendas as needed.

City Council- City Manager Award

The Mayor, Council members, or City Manager may nominate individuals for the City Council - City Manager Award by submitting their nominations to the City Clerk. The City Clerk will prepare the award and invite the nominee to the Council meeting at which the award will be presented by the nominator.

Business of the Quarter Award

The City Clerk will contact the Mayor and/or Council members on a rotating basis each quarter to submit their nominations for a business, nonprofit, or religious institution, with assistance provided by the Upper Tampa Bay Chamber of Commerce. Upon receiving the information regarding the nominee, the City Clerk will prepare the award and follow up with an invitation to the nominee to the Council meeting at which the award will be presented by the nominator.

Key to the City

The Mayor and/or Council members may nominate a distinguished individual to receive the Key to the City by submitting their nomination to the City Clerk. The nomination will be included on the City Council meeting agenda under "City Council" for consideration prior to the presentation. The Key to the City will be presented to the recipient by the City Council at a following Council meeting.

Board Member Milestone Awards

All board members who served since the date of the previous Volunteer Appreciation Dinner and reached a milestone will be eligible to receive the award for their service at the next annual Volunteer Appreciation Dinner.

Certificates of Recognition and Appreciation

Certificates of Recognition and Appreciation signed by the entire City Council are awarded to those individuals or organizations who have performed some act or completed some task or effort on behalf of the City or residents of the City such as graduation certificates awarded to Citizens Academy graduates which are presented annually at the Citizens Academy Graduation Ceremony, held during a City Council meeting.

Challenge Coin

The Purple Heart Challenge Coin may be presented by a Veterans Advisory Board member or liaison to speakers at the Memorial Day and Veterans Day Ceremonies.

City Coin

The City Coin may be presented by the Mayor and/or City Council members. Each Council member and the Mayor will be provided with three coins to present.

Congratulatory Letters

Congratulatory letters, signed by the entire City Council, will be mailed to those individuals or organizations for their accomplishments such as Eagle Scouts, Girl Scouts, and newly elected municipal officials in Pinellas County.



MEMORANDUM

Date: March 26, 2025
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: PINELLAS COUNTY SHERIFF'S OFFICE – CAPTAIN MELVIN JACKSON

Background

The City of Madeira Beach procures full-time law enforcement services for all residents, businesses, and visitors from the Pinellas County Sheriff's Office. The annual agreement details the arrangement for services and all related costs with the operational/services side of the agreement managed by a PCSO Captain. The current Captain, Melvin Jackson, was assigned the oversight of our agreement upon the retirement of previous Captain Mike Leiner.

Discussion:

As in prior years the City's proposed contract with the Pinellas County Sheriff's Office provides for the following to be provided by the PCSO:

1. Patrol - 365 days/24 hours per day - 2 deputies with patrol automobile, back-up deputies as needed
2. Community Policing - 1 deputy, 40 hours per week to perform proactive patrols, make personal contacts with residents & businesses to explain crime prevention techniques and solve community crime problems, and over-all project a positive and interactive law enforcement presence in the City
3. Code Enforcement - 1 deputy, 40 hours per week to perform various code enforcement activities including observations, investigations, and remedial efforts to maintain the City's community property standards, to collect and report enforcement data and activity, and to prepare all processes specific to remediating code violations including special magistrate cases
4. School Crossing Guards - 3 guards to ensure pedestrian safety in and around Madeira Fundamental school
5. All other law enforcement services as needed and/or requested by the City including, but not limited to, criminal investigations, K-9, SWAT, mobile command, marine, and other such specialized services to enforce laws. The City will pay for the services on an equal monthly basis.

The City will pay for the services on an equal monthly basis.

FY 2025 Cost: \$1,687,968.00, a 7.14%, \$112,548 increase over FY 24

Explanations of cost increases mainly due to rising equipment costs and pay increases:

-Labor increase of 6.0% equates to \$81,213.00 increase, 72.2% of total \$112,548.00 increase

-Mileage increase to \$1.22 per mile (16.8% increase) equates to \$21,531.00 increase or 19.1% of total \$112,548.00 increase

-6% increase in School Crossing Guard Costs, equates to \$1,830 increase or 1.7% of total \$112,548 increase

-Supervision, Equipment, and AIC increase of \$8,524, 11.6% or 7.6% of total \$112,548 increase

List of prior annual costs:

FY 2024 Cost: \$1,575,420. a 7.91%, \$115,524 increase over FY 23

FY 2023 Cost: \$1,459,896, a 4.62% \$64,428 increase over FY 22

FY 2022 Cost: \$1,395,468, a 3.29%, \$44,484 increase over FY 21

FY 2021 Cost: \$1,350,984, a 2.66%, \$35,004 increase over FY 20

FY 2020 Cost: \$1,315,980

FY 20 to Proposed FY 24 cumulative increase: 19.7%, \$259,440



MEMORANDUM

Date: March 26, 2025
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: UPDATE ON JOHN'S PASS DREDGING

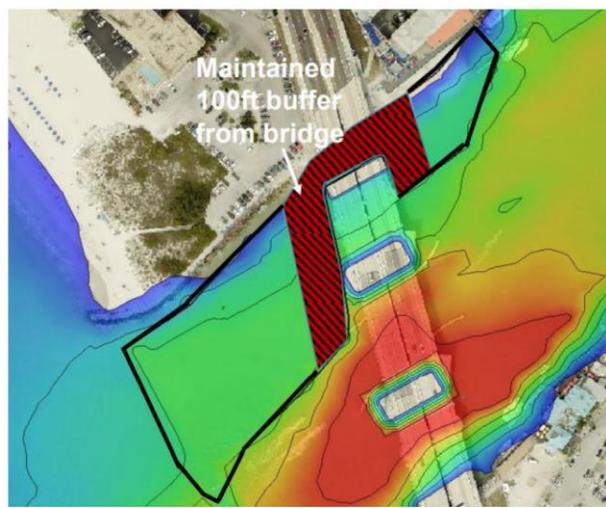
Background

The City has been utilizing the Pinellas County Professional Coastal Management Environmental Consultant, Aptim Environmental & Infrastructure, Inc, for the initial design and permitting process for the John's Pass Dredging Project.

Discussion

The City was awarded a \$1.556 Million grant by the 2022 Florida Legislature, through the Florida Department of Environmental Protection, FDEP, (available until June 30, 2025), to assist with the dredging of a section of the John's Pass channel/waterway, more specifically an approximate 1.6 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to the east (as more specifically identified in the enclosed Project Description documentation). The multi-year project will require the coordination of various permits including the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), and the US Army Corps of Engineers (USACE), as well various partner agencies, and private property owners.

John's Pass Inlet Proposed Area to be Dredged – black outline



Project Location and Site History

Johns Pass connects Boca Ciega Bay to the Gulf of Mexico in southwest Pinellas County (Figure 1). Since the mid-1990's to present, the City of Madeira Beach has experienced increased sedimentation along the northern side of the channel within Johns Pass. The sedimentation is likely attributed to alongshore sediment transport of sand moving north to south, which becomes entrained via tidal currents along the updrift bank of the inlet. The project area stretches approximately 670 linear feet on the northern side of Johns Pass channel adjacent to the Gulf Boulevard Bridge (State Road 699) (Figure 2). FDEP Permit No. 0270453-001-JC, issued in 2010, suggests that maintenance dredging has occurred in the channel at Johns Pass.



Project Purpose and Goals

The Johns Pass Dredging Project was designed with 2 goals:

1. To restore access to adjacent marinas.
2. To remove the excess sediment from the referenced area

Proposed Activity

To mitigate for the sedimentation on the north side of Johns Pass, it is the City's desire to dredge this area to restore access to adjacent marinas and remove the excess sediment from the Pass. The proposed dredge footprint, shown in Figure 2, is approximately 1.61 acres. The project area is located under and adjacent to the Gulf Boulevard Bridge. The Florida Department of Transportation (FDOT) has authorized dredging around the Gulf Boulevard Bridge and specified a 15-foot buffer between the dredge template and the bridge pilings and footings. The seaward limit of the dredge area ranges from approximately 102 to 140 feet from the marina boardwalk. The minimum distance from the dredge template to the federal navigation channel is 121 feet. The dredge template is shown in detail in the Permit Drawings (Attachment #2). The template has a proposed dredge depth that ranges from -10 to -12.7 feet NAVD, with a 2-foot overdredge



MEMORANDUM

allowance. An approximate volume of 12,897 cubic yards will be removed from the channel. Side slopes will be cut at 1 vertical foot to 5 horizontal feet. The dredged material will be dewatered in the City-owned parking lot north of Johns Pass. The material will be disposed of in an upland location to be coordinated with the City of Madeira Beach and Pinellas County. After the initial project completion, periodic maintenance dredging may be required if sedimentation reoccurs in the project area.

City officials were notified in June 2022 that the Florida Legislature appropriated, just over \$1.5 million to help fund the project (Governor signed budget approving appropriation). In October 2022, the City contracted with Aptim Environmental (the Pinellas County coastal contractor) to manage the project specifically to obtain all requisite permits.

In January and February 2023 Aptim staff met with the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers, USACE, representatives (pre-planning) to discuss and review permit application requirements. Aptim also communicated with FDOT throughout the middle of 2023 as the project will occur within State DOT right-of-way.

In December 2023, FDOT approved State right-of-way permit with the DEP and USACE permits still in progress by Aptim.

In March 2024, City requested an extension of the State appropriation funding through June 30, 2025; can be extended through Dec 31, 2025.

Aptim submitted all remaining completed permits to the USACE and the FDEP by July 2024. Follow-up comments received on August 16 and September 5 were completed by Aptim and submitted to USACE and FDEP on Jan 22, 2025. In Dec 2024, as requested by FDEP, the City obtained a temporary access & construction easement from the adjacent property (179 Boardwalk Place W) to the proposed dredging site. FDEP performed an on-site visit/review on Jan 14, 2025; we received confirmation on Feb 3 of all information received by FDEP.

On Feb 27, 2025, City requested an extension of state appropriation funding through Dec 31, 2025. FDEP acknowledged receipt stating they would provide the extension.

On Mar 13, 2025, Aptim resubmitted the Jan 22, 2025, response to USACE as USACE stated they had not received the items on Jan 22 and a follow-up on Feb 14 and Mar 3, 2025.

Additional communication from Aptim to the FDEP was submitted on March 18, 2025.

We should have back within 30-60 days. Upon receipt of permits, we will issue a bid shortly after that would schedule to complete the dredging in 2025.



MEMORANDUM

Date: March 26, 2025
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: DISCUSS GULF BEACHES PUBLIC LIBRARY FY 26 BUDGET

Background:

City Commission to review and discuss Gulf Beaches Public Library (GBPL) FY 26 budget, specifically the below request to all for an extension of time for the Library to present its proposed FY 26 budget to July 15, 2025. The GBPL comprises the five cities & towns of Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores, each contributing to the GBPL budget as well as one voting member on the GBPL board.

Discussion:

-----Original Message-----

From: Helen A. Price <helenanneprice@gmail.com>

Sent: Monday, March 17, 2025 12:13 PM

To: Anne-Marie Brooks <abrooks@madeirabeachfl.gov>; Ray Kerr <RKerr@madeirabeachfl.gov>; David Tagliarini <DTagliarini@madeirabeachfl.gov>; Eddie McGeehen <emcgeeheh@madeirabeachfl.gov>; Housh Ghovae <hghovae@madeirabeachfl.gov>

Cc: VanBlargan, Clara <cvanblargan@madeirabeachfl.gov>; Robin Gomez <rgomez@madeirabeachfl.gov>

Subject: Library Budget Extension of Time

Good afternoon,

Please accept this email as my request to add to the next Commission meeting agenda a discussion and vote to allow an extension of time for our Library to present its proposed FY 2025–26 budget until July 15, 2025.

The Library Board of Trustees would greatly appreciate it.

Helen "Happy" Price

Vice-chairperson of the Gulf Beaches Public Library Board of Trustees

Mobile: 727-686-0574

Gulf Beaches Public Library Total (annual) Budget:

FY 23	\$538,630	
FY 24	\$596,263	
FY 25	\$621,023	\$24,7604.15% Increase-attributed to increases in salaries, utilities, building/grounds maintenance, library books, Ebooks & electronic content

Revenues from the 5 member cities/towns (MB, Treasure Island, Redington Bch, N Redington Bch, Redington Shores) in aggregate will contribute: \$396,723 (see below calculations). The Pinellas Public Library Cooperative (PPLCP) funding, notary services, and copy machine fees will add an additional \$224,300 in revenue.

Each of the 5 member cities/towns, pays a portion of the budget based on population data, as a percentage of the total 5 member cities/towns' population:

Population Stats:

- Madeira Beach 4,006
- North Redington Beach 1,466
- Redington Beach 1,369
- Redington Shores 2,169
- Treasure Island 6,543
- Total 15,553**

Percentages per City/Town:

- Madeira Beach: 4,006/15,553 =25.8%
- North Redington Beach: 1,466/15,553 =9.4%
- Redington Beach: 1,369/15,553 = 8.8%
- Redington Shores: 2,169/15,553 = 14%
- Treasure Island: 6,543/15,553 = 42%

Calculation:

Expenses Total: \$621,023.00 (From itemized budget sheet)
 Minus revenue coming in: \$224,300. (PPLC and Copy Machine) is:
\$621,023 - \$224,300. = \$396,723 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:

- Treasure Island 42% of \$396,723 = **\$166,623.00**
 - Madeira Beach 25.8% of \$396,723 = **\$102,355.00**
 - Redington Shores 14% of \$396,723 = **\$55,541.00**
 - North Redington Beach 9.4% of \$396,723 = **\$37,292.00**
 - Redington Beach 8.8% of \$396,723 = **\$34,911.00**
-

Fiscal Impact:

City of Madeira Beach Gulf Beaches Library Contribution:

FY 22	\$76,359		
FY 23	\$68,034	(\$8,325)	10.9% Reduction
FY 24	\$93,240.75	\$25,206.75	37.1% INC
FY 25	\$102,355	\$9,114.25	9.77% INC

Gulf Beaches Public Library

Service Contract for

City of Madeira Beach

October 1, 2024 through September 30, 2025

This agreement made and entered into between the Gulf Beaches Public Library, Inc., Madeira Beach, Florida, and the City of Madeira Beach in Pinellas County, Florida.

Whereas the Gulf Beaches Public Library, Inc. now maintains and operates a public library at 200 Municipal Drive, Madeira Beach, Florida, the City of Madeira Beach agrees to pay the Gulf Beaches Public Library, Inc., an amount of **\$102,355.00** (One Hundred Two Thousand, Three Hundred Fifty-Five Dollars) for the fiscal year beginning October 1, 2024 and ending September 30, 2025. Payments amounting to **\$25,588.75** (Twenty-Five Thousand, Five Hundred Eighty-Eight Dollars and Seventy-Five Cents) are to be made on October 1, 2024, January 1, 2025, April 1, 2025 and July 1, 2025.

The aforementioned figure is based on the population of the five municipalities of Madeira Beach, North Redington Beach, Redington Beach, Redington Shores and Treasure Island.

The Gulf Beaches Public Library, Inc. shall submit to the City of Madeira Beach an annual report of its financial conditions prepared by an independent certified auditor on or before March 31, 2025.

This agreement shall be effective for one year beginning October 1, 2024 and ending September 30, 2025 and shall be binding on the parties, their successors and assigns.

The Gulf Beaches Public Library, Inc. has submitted agreements similar to this one to the Town of North Redington Beach, the Town of Redington Beach, the Town of Redington Shores and the City of Treasure Island.

In witness wherefore the parties have cause these present to be duly executed
this _____ day of _____, 2024.

Attest:

Mayor, City of Madeira Beach

City Clerk, City of Madeira Beach





Chairperson, Gulf Beaches Public Library



Secretary, Gulf Beaches Public Library

Gulf Beaches Public Library Budget 2024-2025

Township Allocations

Population Stats:

Madeira Beach 4,006

North Redington Beach 1,466

Redington Beach 1,369

Redington Shores 2,169

Treasure Island 6,543

Total 15,553

Percentages per City/Town:

Madeira Beach: $4,006/15,553 = 25.8\%$

North Redington Beach: $1,466/15,553 = 9.4\%$

Redington Beach: $1,369/15,553 = 8.8\%$

Redington Shores: $2,169/15,553 = 14\%$

Treasure Island: $6,543/15,553 = 42\%$

Calculation:

Expenses Total: \$621,023.00 (From itemized budget sheet)

Minus revenue coming in: \$224,300. (PPLC and Copy Machine) is:

\$621,023 - \$224,300. = \$396,723 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:

Treasure Island 42% of \$396,723 = **\$166,623.00**

Madeira Beach 25.8% of \$396,723 = **\$102,355.00**

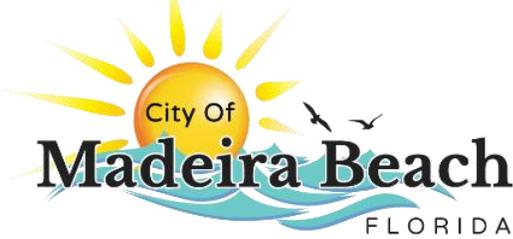
Redington Shores 14% of \$396,723 = **\$55,541.00**

North Redington Beach 9.4% of \$396,723 = **\$37,292.00**

Redington Beach 8.8% of \$396,723 = **\$34,911.00**

Gulf Beaches Public Library Budget 2024-2025 (with Comparison)

	Budget 2023-2024	Budget 2024-2025
REVENUES		
NOTARY	\$0	\$1,000
COPY MACHINE	\$3,300	\$3,300
PINELLAS PUB. LIB. CORP.	\$220,000	\$220,000
EXPENSES		
SALARIES AND WAGES w/ COLA	\$295,665	\$304,535
FICA	\$22,856	\$23,541
SEP	\$16,842	\$17,347
GROUP INSURANCE	\$31,765	\$31,765
WORKER'S COMPENSATION	\$900	\$900
SUTA, FUTA	\$85	\$85
PROFESSIONAL SERVICES	\$2,000	\$2,000
ACCOUNTING AND AUDITING	\$10,825	\$10,825
CONTRACTUAL SERVICE	\$8,825	\$8,825
DELIVERY/ILL BOOKS	\$800	\$800
TRAVEL AND TRAINING	\$6,000	\$2,000
TELEPHONE AND INTERNET	\$16,500	\$16,500
POSTAGE	\$400	\$400
UTILITIES	\$4,000	\$5,000
ELECTRICITY	\$12,000	\$12,000
RENTALS AND LEASES	\$4,500	\$4,500
GENERAL INSURANCE	\$35,000	\$35,000
BUILDING MAINTENANCE	\$8,500	\$18,500
GROUNDS MAINTENANCE	\$3,000	\$4,000
OTHER MAINTENANCE	\$3,000	\$3,000
OFFICE SUPPLIES	\$4,000	\$4,000
DEPARTMENTAL SUPPLIES	\$8,000	\$6,000
DUES AND SUBSCRIPTIONS	\$6,600	\$7,500
CAPITAL IMPROVEMENTS	\$10,000	\$10,000
LIBRARY BOOKS	\$35,000	\$40,000
LIBRARY REFERENCE SOURCES	\$9,000	\$7,000
LIBRARY AUDIOBOOKS	\$5,500	\$4,500
LIBRARY DVDS	\$8,500	\$8,500
LIBRARY SUBSCRIPTIONS	\$5,700	\$6,000
CONTINGENCY	\$3,000	\$3,000
EBOOKS AND ELECTRONIC CONTENT	\$15,000	\$20,000
COMMUNITY OUTREACH	\$2,500	\$3,000
TOTAL EXPENSES	\$596,263	\$621,023



MEMORANDUM

Item 5D.

TO: Board of Commissioners
 FROM: Robin I. Gomez, City Manager
 DATE: March 26, 2025
 RE: City Information Dissemination - TEXTS

Background

The City of Madeira Beach provides a considerable amount of City services information through various forms mainly in digital/electronic formats/methods. Staff recently added the ability for residents, businesses, etc., to sign up to receive Short Message Service (SMS) texts on City emergencies, events, etc.

Discussion

In addition to the below, the City is now providing SMS text as an option to receive City information on various subjects including emergencies, events, or other short messaging announcements:

Opt In For Texting



Join The City of Madeira Beach SMS Marketing List

Are you looking for information on Upcoming Events and/or City Meetings in Madeira Beach? Join the SMS distribution list today to stay up to date on everything Madeira Beach.

[More info...](#)

Here is the link to opt into the SMS Texting platform: <https://lp.constantcontactpages.com/sl/PLb1dkm>



Sign up to Stay in Touch!

Sign up for occasional updates on City events, news, and more delivered straight to your device.

[lp.constantcontactpages.com](https://lp.constantcontactpages.com/sl/PLb1dkm)

Sign up to Stay in Touch!

When you sign up for our mailing list, you'll receive a special offer.

* **First name**

* **Last name**

* **Email**

By submitting this form, you are consenting to receive marketing emails, from City of Madeira Beach. You can revoke your consent to receive emails at any time by using the Safe Unsubscribe® link, found at the bottom of every email.

Text me with news & offers

* **Mobile phone number (US only)**

You agree to receive recurring automated promotional text messages, including cart reminders, from City of Madeira Beach: Consent is not a condition of purchase. Reply 'HELP' for help or 'STOP' to cancel. Message and data rates may apply. View [Terms & Privacy](#).

Sign Up

The City disseminates information in the below methods, manners, mediums, and processes – most are electronic/digital through the world wide web, email, digital signage, and a few in print:

- **City web/internet site** – all events, news, updates, department-specific work such as recreation classes/public works projects/etc.
 - <https://madeirabeachfl.gov/>
 - The City Website is the hub of communication and houses site from all departments, news posts, projects, recreation programs, and other pertinent information.
 - For Important items see the alert bar on the top of the website.
 - Most of our services can be found on the top bar of the website

- The search bar towards the top of the page is also a great resource to find information.
- **City Facebook Page** – user needs to go to Facebook
 - <https://www.facebook.com/MadeiraBeachFLA/>
 - User will need to sign up for Facebook
 - Pertinent information posted: Project updates, recreation programs, permitting information, elections, events, etc.
 - We also share others posts from: Pinellas County, Pinellas County Sherriff's Office, Trash Pirates, Trash Turtles, Other Pinellas County Organizations
 - We try to post 3-4 times a day
 - More when there is a weather event
- **Email/Constant Contact** - requires sign-up
 - <https://madeirabeachfl.gov/subscribe-for-updates/>
 - Pertinent information posted: Project updates, recreation programs, permitting information, elections, events, etc.
 - We have several categories to choose from:
 - City Manager Report, Residents, General Interest, Senior Program, Events, Hurricane Preparedness
 - Sign Up for BOC Meeting notifications:
 - <https://madeirabeach-fl.municodemeetings.com/newsletter/subscriptions>
- **City You Tube Channel** – watch live and recorded Commission and various other meetings from the present back to 2013/14 ?
 - We stream all our meeting live on Youtube via zoom.
 - Our IT Dept will then take the video and snip the dead space in the beginning and repost video to Youtube for archiving.
- **Spectrum Cable channel 640** – watch live Commission and various other meetings
 - The City set up a free contract with Spectrum to have a government channel (640).
 - The City will stream meeting on the channel and will have a still image when a meeting is not hosted with pertinent information or the next scheduled meeting.
- **Variable Message Boards** – mainly one on 150th Ave entering the City – we use the other 2 for special events, etc.
 - Used for special events, beach rules reminders (no dogs, no litter, pay for parking, etc.), Office Closures, Hurricane Messaging, Etc.
 - Limited in characters
- **Digital/Electronic Sign** - 150th Ave South side in front of Marina

- Tom R & Brian Crabtree manage sign
- Used for Marina Info (Gas, Hours, Ship Store, Bait Etc.), City events and pertinent information with hurricanes
- Limited space

- **Digital/Electronic Sign** - City Hall Municipal Dr entrance/exit
 - Tom R. manages sign
 - Used for special events around town and city hall, city reminders (parking, beach rules)
 - Limited space

- **NextDoor**
 - City of Madeira Beach Neighborhood
 - Started use in 2024
 - Used for pertinent information and mirrors website post (for the most part)
 - i. Hurricane info, parking, events, office Hours/closures, projects, Etc

- **Chamber Publications**
 - On-line mostly events with some meeting notices
 - Tampa Bay Beached Chamber of Commerce annual visitor guide publication
 - The last two years we have put adds for Sea Food Fest

- **Paradise News Publication – print magazine and on-line**
 - When budget allows, we advertisement for events
 - Sometimes they will publish freelance stories about Madeira

- **Pinellas County PIO Network**
 - I send events and lately hurricane information (comfort stations, hours, facilities open)
 - City info posted on their hurricane website.
 - If there are high level job openings they will advertise through the PIO network.

- **Visit St Pete-Clearwater**
 - Advertise City Events
 - Periodically visit City for a Facebook story creating video of our area.
 - They have helped lately stating what facilities are open/closed during recovery.

- **Bulletin Boards - print**
 - Recreation manages the bulletin boards around town (prior to hurricanes, not sure what is out there now)

- i. Winn Dixie, Dog Park, Archibald, John's Pass Village, John's Pass Park, City Hall
 - Mainly used for Recreation events, fitness classes other rec activities.
- **Newspapers (Beach Beacon, Gabber, Tampa Bay Times) – mostly on-line & print**
 - Mainly used for meeting advertisements and board openings, elections advertisements
- **Professional, Civic, Other Organizations** – word of mouth, sharing emails
- **City Commission & other meetings** – word of mouth, event/meeting flyers
- **City Commission & City Staff** – word of mouth, event/meeting flyers

City Permit Activity

March 19, 2025

- Total Applications submitted: 2,285 since 9/27/24
- Permits under review: 446 (commercial: 207 residential: 239)
- Permits Issued: 1838 (commercial: 409 residential: 1429)

By type:

Windows/Doors: 80

Deck: 3

Full Demo: 113

Dock/Lift: 11

Driveway: 4

Electrical: 88

Fence: 15

Fire Alarm/Sprinkler: 8

Gas: 1

Garage Door: 30

Generator: 3

Interior Demo: 816

Interior Remodel: 482

Mechanical: 95

New Residential Building: 2

Plumbing: 16

Right Of Way: 1

Roof: 59

Seawall: 7

Shutter: 3

Solar: 2

Swimming Pool: 1

Substantial Damage Determination Letters Issued: 1,358



**FY 2025 FINANCIAL OVERVIEW – THROUGH
FEBRUARY 2025**

March 26, 2025

PRESENTATION AGENDA

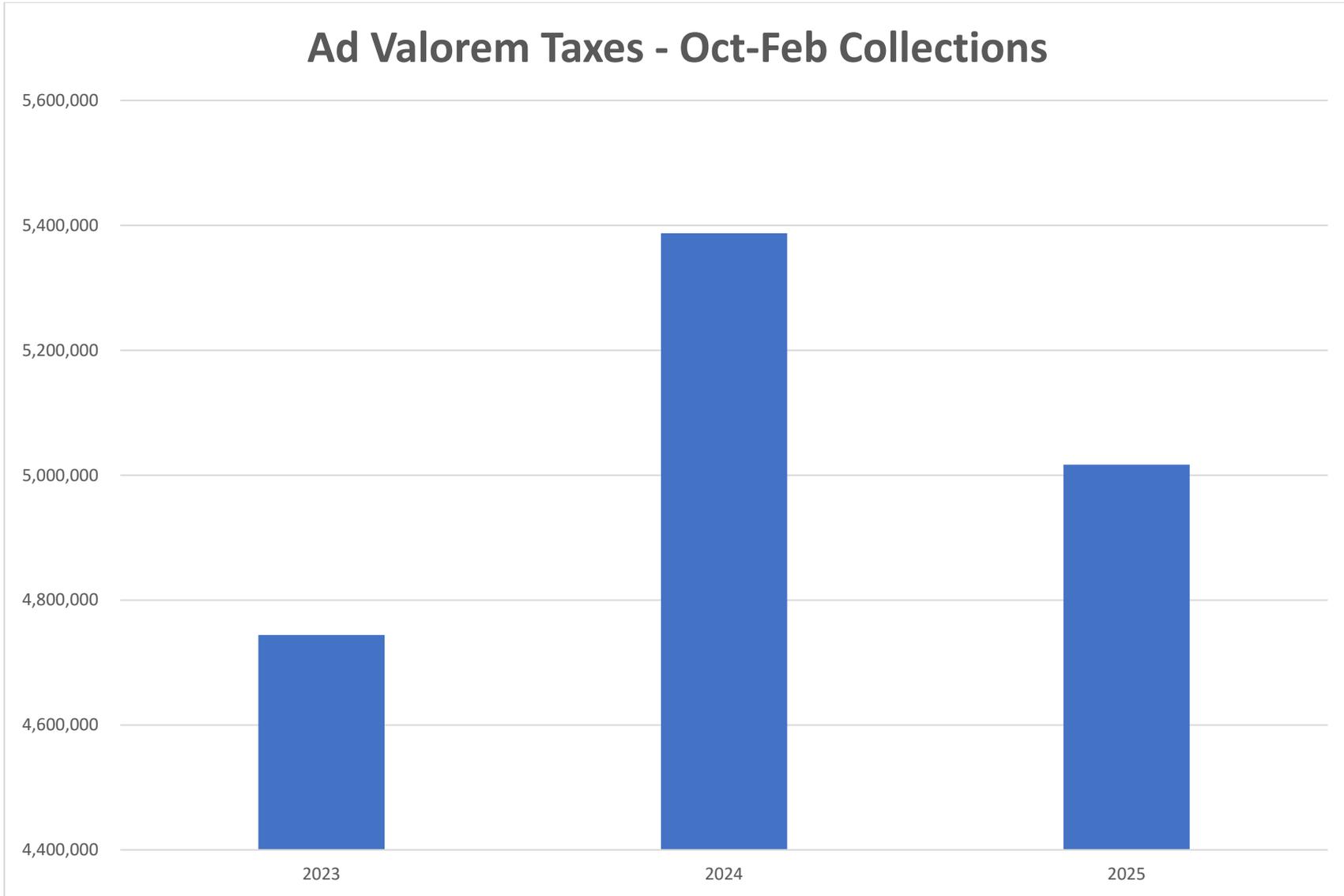
- I. Revenue & Expense Analysis – Through Feb 2025**

- II. YTD Hurricane Related Expenses**

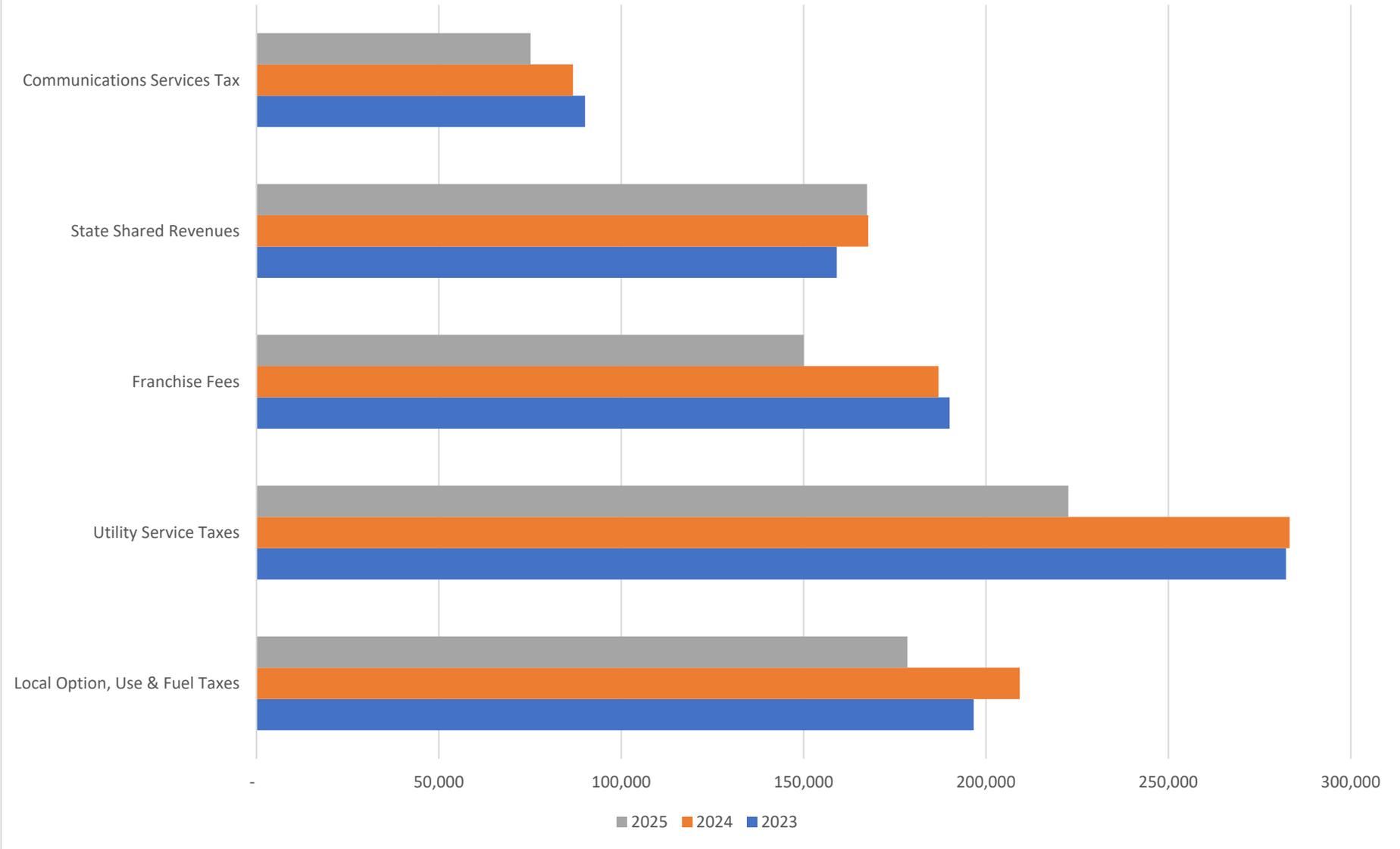
- III. Damage Assessment – Current Status**

- IV. Q&A**

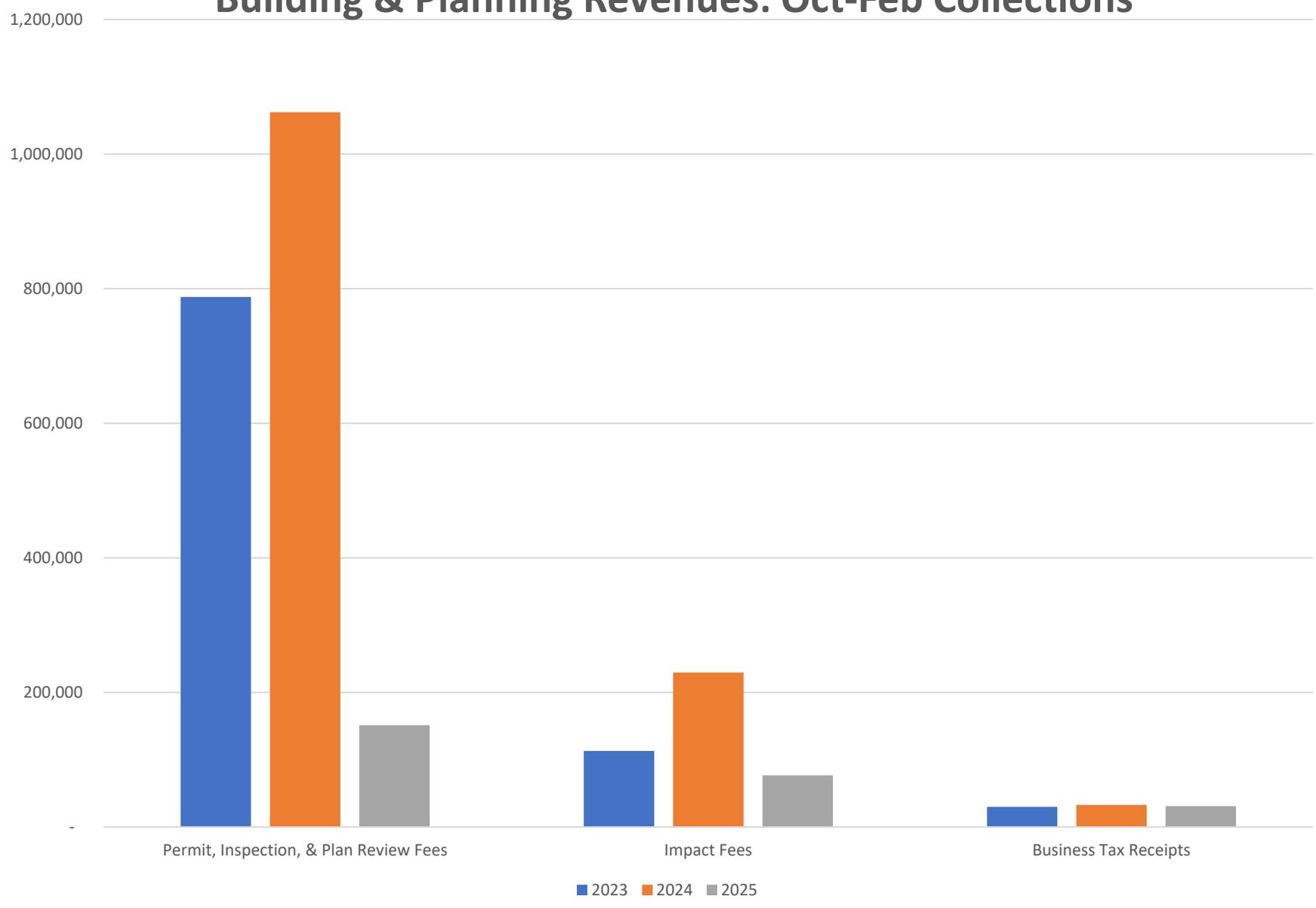
FY 2025 Revenue Comparison – FY 2023, FY 2024, FY 2025 YTD



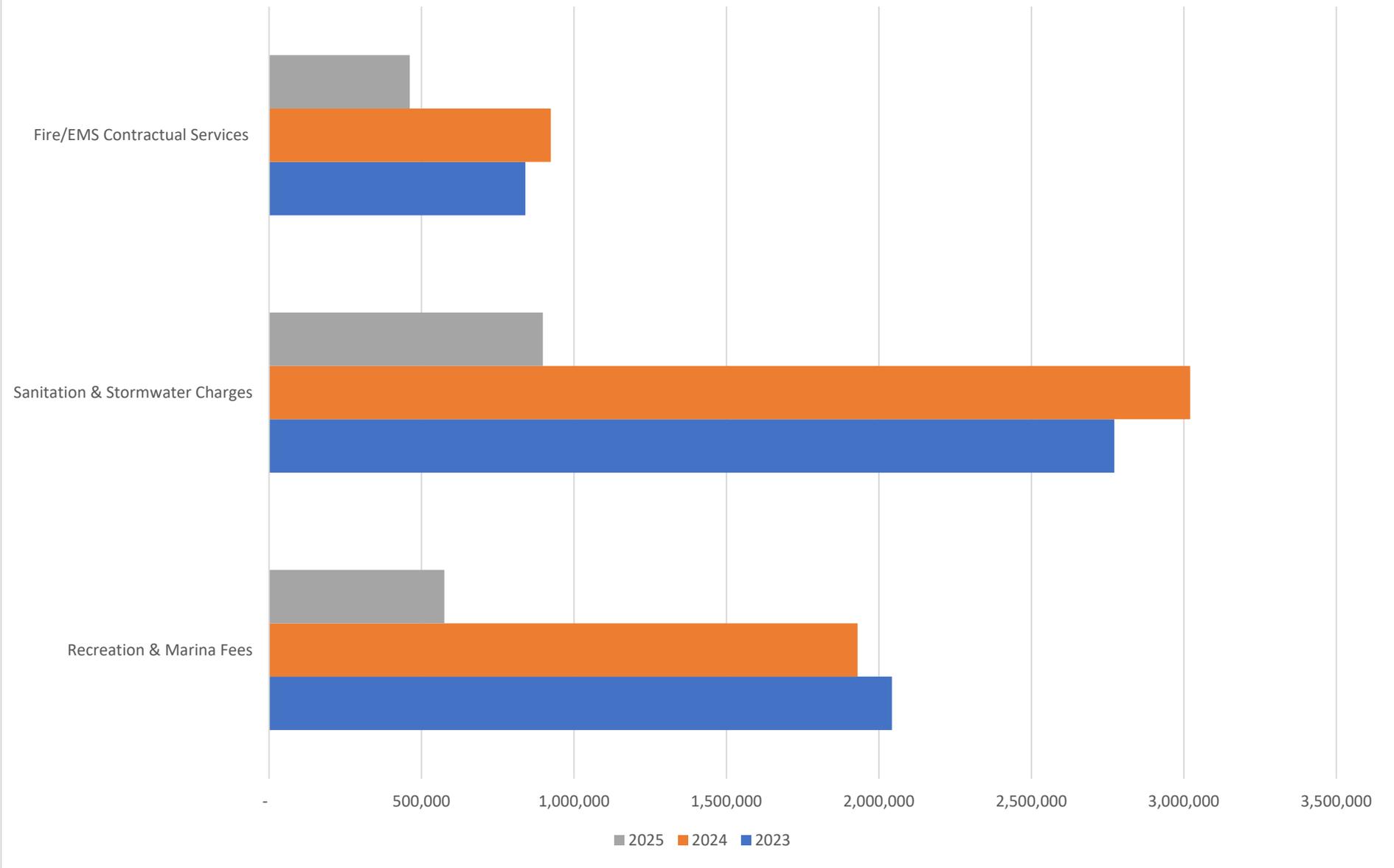
Non-Exchange Revenues - Other Taxes, Franchise Fees, State Shared Revenues: Oct - Jan



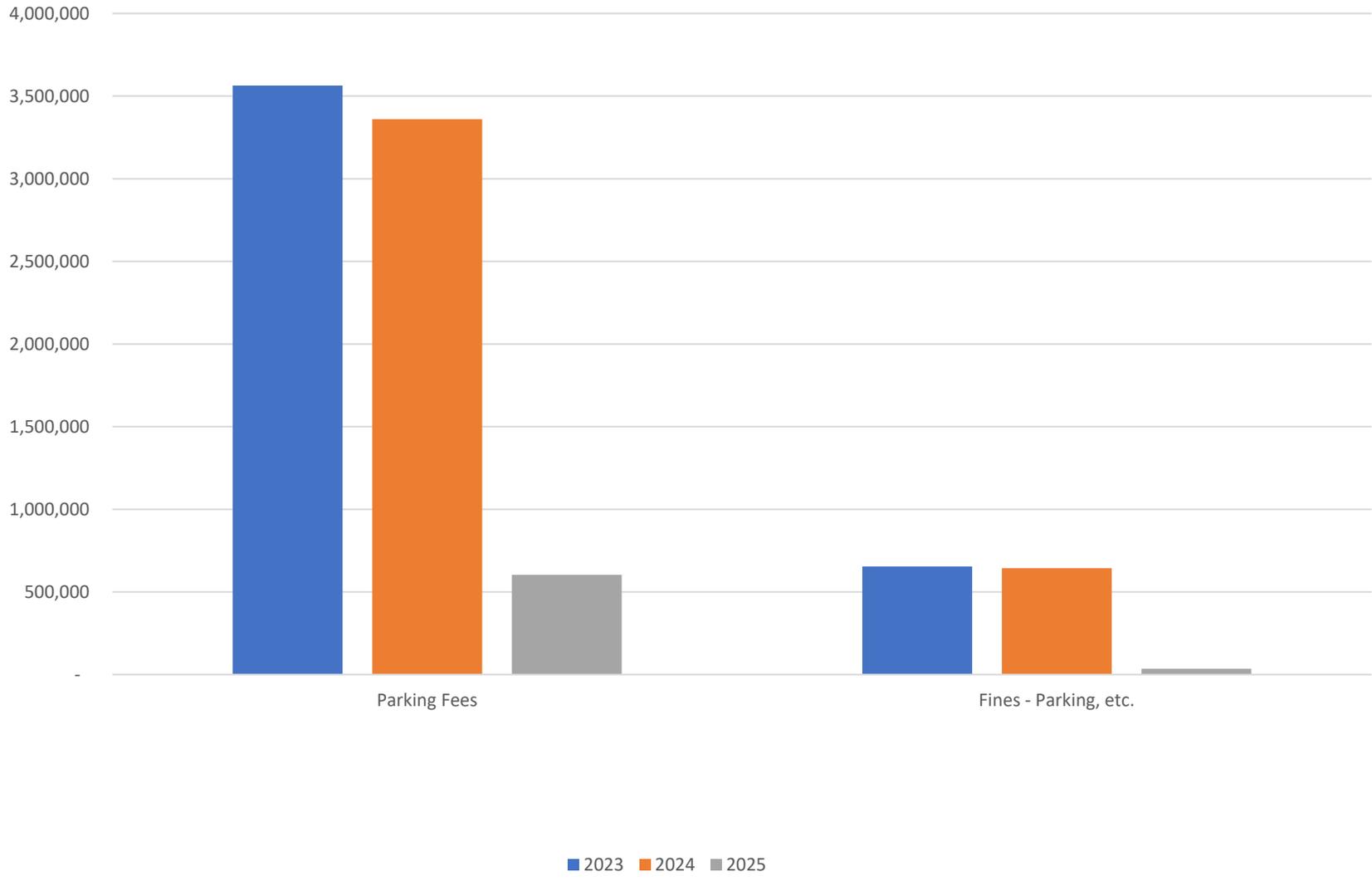
Building & Planning Revenues: Oct-Feb Collections



Fees for Services: Oct-Feb Collections



Parking Related Revenues: Oct-Feb Collections



October - February Revenue Comparison – Detailed List FY 2023, 2024, 2025

Revenue Type	Oct-Feb 2023	Oct-Feb 2024	Oct-Feb 2025
Ad Valorem Taxes	4,744,071	5,387,345	5,016,799
Interest & Other Earnings	1,640,115	2,166,798	547,078
Permit, Inspection, & Plan Review Fees	787,606	1,062,159	151,263
Impact Fees	113,004	229,631	76,784
Business Tax Receipts	29,983	32,849	31,074
Recreation & Marina Fees	2,042,490	1,929,754	575,031
Sanitation & Stormwater Charges	2,771,924	3,020,757	897,910
Fire/EMS Contractual Services	840,619	924,048	461,449
Parking Fees	3,563,329	3,360,600	603,535
Total:	16,533,140	18,113,941	8,360,922
% Change		10%	-54%

October - January Revenue Comparison – Detailed List FY 2023, 2024, 2025

Revenue Type	Oct-Jan 2023	Oct-Jan 2024	Oct-Jan 2025
Local Option, Use & Fuel Taxes	196,620	209,247	178,459
Utility Service Taxes	282,231	283,241	222,553
Franchise Fees	190,035	186,965	150,043
State Shared Revenues	159,106	167,732	167,386
Communications Services Tax	90,065	86,758	75,129
Total:	918,058	933,943	793,570
% Change		2%	-15%

Budget Versus Actual Analysis – Expenses By Department FY 2025 YTD (Thru Mid March)

Department Name	Revised Budget	Actual YTD	Outstanding Encumbrances YTD	Remaining Available Balance	% Available	Tickmark
Archibald	4,525,250.00	1,126,135.15	1,980,974.96	1,418,139.89	31.34%	
Board Of Commissioners	157,260.00	20,955.19	-	136,304.81	86.67%	
Building Services	1,775,225.00	552,040.59	94,885.02	1,128,299.39	63.56%	
City Clerk	518,729.21	188,864.95	-	329,864.26	63.59%	
City Manager	1,228,600.00	341,286.99	188,611.02	698,701.99	56.87%	
Community Development	945,275.00	374,990.22	49,000.00	521,284.78	55.15%	
Debt Service	320,000.00	-	-	320,000.00	100.00%	
Finance	712,400.00	329,647.96	122,828.00	259,924.04	36.49%	
Fire/Ems	11,181,950.00	2,181,359.19	7,017,257.56	1,983,333.25	17.74%	
Gas Tax	136,500.00	24,289.30	-	112,210.70	82.21%	
Human Resources	99,245.00	53,685.44	19,410.00	26,149.56	26.35%	<1>
Information Technology	278,806.40	100,189.54	128,513.76	50,103.10	17.97%	<1>
John's Pass Village	2,200,500.00	182,029.03	529,839.95	1,488,631.02	67.65%	
Law Enforcement	1,735,865.00	844,344.70	843,984.00	47,536.30	2.74%	<1>
Legal Services	196,500.00	56,971.29	123,028.71	16,500.00	8.40%	
Marina	2,031,200.00	452,393.97	230,043.73	1,348,762.30	66.40%	
Non-Departmental	17,570,430.00	4,223,878.97	9,287,073.58	4,059,477.45	23.10%	<1>
Parking Management	3,728,750.00	502,337.32	18,585.75	3,207,826.93	86.03%	
Parks	68,350.00	13,761.58	-	54,588.42	79.87%	
Public Works Administration	2,303,540.31	776,614.78	344,139.14	1,182,786.39	51.35%	
Recreation	2,466,100.00	780,246.37	256,491.96	1,429,361.67	57.96%	
Sanitation	2,018,670.00	766,837.78	548,003.20	703,829.02	34.87%	
Stormwater	11,790,020.00	1,153,192.17	191,636.00	10,445,191.83	88.59%	
Total:	67,989,166	15,046,052	21,974,306	30,968,807		

<1> Mid-year budget amendment resolution forthcoming

Comparison of Hurricane-Related Expenses Incurred



HELENE EXPENSES INCURRED – LARGEST VENDORS

Vendor Name	Amount	Description
DRC Emergency Services	2,912,654.05	Debris removal
Luxe Flush	196,060.00	Bathroom rentals
Servpro Team Shaw	135,452.64	Downstairs flood damage - remediation work Emergency rental of 3 CAT 920 loaders and 3 skid steers for
Ring Power Corporation	100,783.83	Hurricane Beach Cleanup
Schindler Elevator Corporation	32,342.92	Elevator Repair after Hurricane Helene flooding Hurricane asphalt repair: mobilization, remove existing
Keystone Excavators, Inc.	29,750.00	asphalt and replace with new and stripe
USA Voltage LLC	47,461.26	Check out panels, clean electrical connections at marina
Broyhill Manufacturing Company	19,483.00	2 new Broyhill dumpsters plus freight Replace 4 access panels at City Hall; A/C inspection & repair
Harper Limbach LLC	12,298.01	and new AC Condenser for JPV
Wastequip, LLC	12,754.82	Purchase of 200 64 Gallon Toters due to hurricane loss
Right Now Refrigeration Co.	12,057.52	New Ice Machines at Marina Replace Kohler brand equipment damaged from hurricane
Volt USA, LLC	9,950.00	(generator, air compressor, pressure washer, and more)
Smith Industries, Inc	7,633.88	Fence installation at Marina
Total:	3,528,681.93	

MILTON EXPENSES INCURRED – LARGEST VENDORS

Vendor	Amount	
Slyce Madeira Beach, LLC	21,770.00	Pizza to feed displaced residents due to hurricane
W & A Cleaning Services, LLC	22,305.00	Temporary Bathroom and Showers cleaning fee
Palm Trees Direct, LLC	16,726.00	Replacement of palm trees for ROC park
Coastal Contracting & Restoration	10,120.37	Repairs made to Marina Ship Store after Hurricane Milton wind damage
Funnel Vision	<u>7,538.81</u>	Food for community following Hurricane Milton
Total:	78,460.18	

DAMAGE ASSESSMENT – CURRENT STATUS

DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	Johns Pass Village - 75% of Flexi Pave damaged	\$ 96,965.00	Repairs underway and scheduled to be completed by 3-25-25
Public Works	Johns Pass Village - 25% Concrete Curbs damaged	\$ 26,725.00	Repairs completed
Public Works	Johns Pass Village - 15% Pavers damaged	\$ 1,300.00	Repairs completed
Public Works	Johns Pass Village - All electric damaged by flood	\$ 39,500.00	Repairs in progress USA Voltage (Contracted)
Public Works	Johns Pass Village - Chamber building flooded 2+ feet	\$ 50,000.00	interior demolition completed, waiting on remodle permit for electrical and drywal repalcement
Public Works	Johns Pass Village - HVAC Condenser flooded	\$4,422.54	Harper Limbach LLC Replaced
Public Works	Johns Pass Village - Bell Tower - All wood fascia damaged	\$ 5,000.00	Rotten wood removed and replacement of pine completed
Public Works	Johns Pass Village - Boardwalk- 3 pilings need replaced, 8 sections of handrail loose, 10 sections of cross bracing damaged and West Stairs destroyed	\$50K - \$70K	Engineering received and waiting for proposal
Public Works	Johns Pass Village - West stairs completely damaged	\$ 7,250.00	Completed
Public Works	Johns Pass Park - New asphalt damaged 35%		Waiting for quote
Public Works	Johns Pass Park - 60 Parking stops	\$6,000 - \$8,000	Completed
Public Works	Johns Pass Park - Handrail on Walkover damaged completely	\$ 6,838.40	Completed
Public Works	Johns Pass Park - Landscaping park wide destroyed	\$ 55,000.00	New installation of wood barrier and landscaping completed
Public Works	Johns Pass Park - Chainlink fence enclosure damaged from flooding		Waiting for quote for repairs/repalcement
Public Works	Johns Pass Park - Jetty sidewalk damaged during Helene. Lifted several panels and removed one.		Waiting on design plans to send to Army Corp, Pinellas County, & FDEP
Public Works	Johns Pass Park - Restrooms fascia damaged	\$ 1,970.00	Completed
Public Works	Johns Pass Park - 9 Picnic tables gone	\$11,488.13	Completed
Public Works	Johns Pass Park - Camaera Damaged from Pole falling	\$ 277.50	Completed
Public Works	130th Parking lot - New Asphalt scraped in several locations and striping scraped from sand cleanup		Waiting for quote
Public Works	130th Parking Lot / Access - landscaping in dune area damaged from flooding	\$5K - \$10K	Creating Landscape plan

DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	130th Parking Lot / Access- Handrail on East side bent		
Public Works	130th Parking Lot / Access- Rules sign and location signs missing	\$300	Collecting inventory for sign order
Public Works	131st Parking Lot / Access- New Asphalt damaged		Waiting for quote
Public Works	132nd Parking Lot / Access - Parking lot on West Side Gulf Ln Damaged from flooding	\$29,500	Keystone removed and repalced on November 11
Public Works	132nd Parking Lot / Access - Ashpalt on East parking lot scraped		Waiting for quote
Public Works	132nd Parking Lot / Access - 23 Parking stops damaged	\$2,300	Replaced
Public Works	132nd Parking Lot / Access - Beach Signs missing	\$300	Waiting for proposal for sign order
Public Works	132nd Parking Lot / Access - Concrete Curb damaged		W Lot Replaced East lot waiting for quote
Public Works	133rd Parking Lot / Access - Bollard missing	\$100	Replaced
Public Works	133rd Parking Lot East - Parking lot damaged		Waiting for quote
Public Works	133rd Parking Lot East - Parking stops missing / damaged 13	\$1,300	Replaced missing
Public Works	134th Parking Lot / Access - Boardwalk damaged boards hand rail damaged on East end		Completed
Public Works	134th Parking Lot / Access - New Asphalt damaged		Waiting for quote
Public Works	134th East Parking lot - 7 parking stops damaged	\$700	Completed
Public Works	135th Parking Lot / Access - New Asphalt Damaged		Waiting for quote
Public Works	135th Parking Lot / Access - Beach Bench Missing	\$461	Replaced
Public Works	Gulf Blvd Undergrounding - 4" conduit from 132nd to 135th on Gulf Ln compacted with sand and needs replaced	\$65K - \$75K	Project started back Feburary 6th and contractor is replacing damaged conduit
Public Works	136th Parking Lot / Access - Beach Walk over completely destroyed	\$9,135	Walkover demo complete, replacmeent cost \$60,028. Mobi Mat in place \$4,995.00
Public Works	136th Parking Lot / Access - Paver driveway damaged on South side	\$7,525	Completed
Public Works	137th Access - Palm trees, and agave's gone	\$5K	Collecting inventory for plant order
Public Works	140th Access - Whole access sloped and damaged on East and West Side		Waiting for proposal

DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	Tom & Kitty Stuart Park - Seawall gone		Engineering PO issued \$16,800.00 in progress
Public Works	Tom & Kitty Stuart Park - Beach Walkover gone		Waiting for Engineering for seawall and will bid whole park out together
Public Works	Tom & Kitty Stuart Park - Parking lot pavers 50% damaged or missing		Waiting for Engineering for seawall and will bid whole park out together
Public Works	Tom & Kitty Stuart Park - Bathroom Replacement	150K	Working on Prefab bathroom, Survey to confirm what is allowor per zoning
Public Works	Tom & Kitty Stuart Park - Landscaping & Irrigation gone	\$15K - \$20K	Waiting for Engineering for seawall and will bid whole park out together
Public Works	Tom & Kitty Stuart Park - Utilites damaged		Waiting for Engineering for seawall and will bid whole park out together
Public Works	142nd Access - Concrete walkway undermined from flood and collapsed during cleanup	\$ 5,500.00	Keystone Piggyback contract approved 3-12 and includes 142nd repair
Public Works	148th Access - Concrete walkway undermined from flood and collapsed during cleanup	\$ 23,000.00	Waiting on Proposal
Public Works	149th Access - Concrete walkway damaged from flood	\$6,000	Waiting for additional quotes
Public Works	Beach Accesses - All signs on East and West side missing along with post U Channel Post	\$5K	Waiting for proposal from Osburn Signs
Public Works	Archibald Park - Asphalt damaged		Piggyback contract approved 3-12-25 and repairs started 3-18-25
Public Works	Archibald Park - Concrete curb and sidewalk damaged		Piggyback contract approved 3-12-25 and repairs started 3-18-25
Public Works	Archibald Park - Sit wall missing top caps and severely damaged	\$19,235	Repairs completed by Mend It asphalt
Public Works	Archibald Park - Shower pads and railing damaged		Piggyback contract approved 3-12-25 and repairs started 3-18-25
Public Works	Archibald Park - Electric to all light post flooded	\$42,700	Electric Repairs underway set to be completed by 4-1-25
Public Works	Archibald Park - Handrail damaged on N driveover	\$5K	Proposal approved and set to be completed by 4-1-25
Public Works	Archibald Park - Landscaping severely damaged	\$20K - \$25K	Waiting for parking lot repairs to be completed and prepare a plan
Public Works	Archibald Park - Exit Pillar Damaged	\$ 800.00	Repairs completed waiting for paint
Public Works	Archibald Park - Parking Stops missing		Keystone Piggyback contract approved 3-12 and includes 142nd repair

DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	154th Access - Concrete walkway damaged from flood		Temporary power removed, West side lost 15 plus or minor feet of concrete
Public Works	154th Access - All signs missing	\$200	Collecting inventory for sign order
Public Works	Patriot Park - All Electrical Damaged due to flooding. New conduit and panels needed	\$ 6,100.00	Electrical repair for building and park Completed
Public Works	Patriot Park - Seawall Bollard Lights damaged due to flooding	\$10K - \$50K	Electrician looking for alternative. Electric or solar
Public Works	Patriot Park - Landscaping Damaged from flooding (Heros garden & Oak trees)	\$5K - \$10K	Compiling a citywide list for plant order
Public Works	133rd & Boca Ciega Ave - Seawall Cap is cracked	\$5K	Waiting for contractor quote
Public Works	133rd & Boca Ciega Ave - Bollards and Paver damage	\$350	Pavers repaired
Public Works	131st & Boca Ciega Dr. Street End- Seawall Cap damaged by neighbors dock	\$2,500	Waiting for contractor to inspect
Public Works	Gulf Blvd Medians - 11 planted medians plants damaged by flooding along with Ground cover of shell	\$10k-30K	Compiling a citywide list for plant order
Public Works	Gulf Blvd Medians- 11 medians electrical panels and wiring damaged	\$5K - \$15K	Waiting for full assessment from USA Voltage
Public Works	Madeira Way Light pole repair	\$ 772.99	lights flooded and needed new wiring COMPLETED

DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Recreation	ROC Park Curbing		Quoted - Waiting for other contractors to complete work to avoid further damage.
Recreation	Softball Field Netting	\$ 47,000.00	In Process of being repaired.
Recreation	Recreation Center Gutters		Contacted - Waiting on date for Service
Recreation	ROC Park Water Fall - All electrical equipment		Pumps ordered and/or being rehabbed.
Recreation	ROC Park Splash Pad - All Electrical Equipment		Pumps ordered and/or being rehabbed.
Recreation	Floating Dock		Repairs
Recreation	Observation Pier - Hit by Boat		Boat finally removed. Waiting on Repair Quotes
Recreation	Athletic Fields Internet infrastrucutor and Service	\$ -	Completed
Recreation	Pressure Wash All Areas of ROC Park Touched by Flood Waters		50% Complete
Recreation	Pressure Wash All Areas of Athletic Complex Common Area		Waiting for other contractors to complete work to avoid further need.
Recreation	ROC Park Trees - Dead due to Storm	\$ 16,726.00	Completed
Recreation	Irrigation System		In Process of being repaired.
Recreation	Electric Throughout ROC Park		Repaired
Recreation	Shade Structures in Athletic Field Area	\$ 10,605.00	In Process of being repaired.
Recreation	Temporary Fence on Field 3	\$ 16,137.15	Complete
Recreation	Various Fence Repairs throughout the Complex		Waiting for other contractors to complete work to avoid further need

DAMAGE ASSESSMENT – FACILITIES

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Building & Comm. Dev.	1st Floor of City Hall Flood Damage	\$ 250,000.00	Repair in process
Building & Comm. Dev.	ServPro has removed all damage from 1st floor	\$ 135,452.64	
Building & Comm. Dev.	Building & Comm. Dev. contents	\$ 55,000.00	
Marina	Sofit and facia damaged dry wall and ceiling tiles	\$ 10,226.93	Replaced
Recreation	ServPro cost to remove flooded area in Rec. Center	\$ 75,668.99	
Recreation	Rec. Center building contents	\$ 21,086.00	
Recreation	Shed at school fields	\$ 3,255.00	
Recreation	Concession stand, including portable fence	\$ 25,880.00	

DAMAGE ASSESSMENT – VEHICLES

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Parking	2022 Kubota - flood damage #94	\$ 22,534.22	total per city mechanic, needs to be disposed
Parking	2019 Chevy Equinox - flood damage #96	\$ 22,823.00	totalled and disposed
Stormwater	2019 Elgin Street Sweeper #77	\$ 295,000.00	totalled and needs to be disposed
Public Works Admin	2003/04 Ford F550 Dump Truck #Old 19	\$ -	on surplus lot

DAMAGE ASSESSMENT – EQUIPMENT

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works Admin	K & K Message Board #T-12	\$ 12,136.00	
Public Works Admin	New Kohler Generator at 141st Stormwater Station	\$ 75,000.00	
Public Works Admin	Old Generator at 141st Storm Station	\$ 30,000.00	
Public Works Admin	Bathroom Trailer at Kitty Stuart Park	\$ 56,900.00	totalled needs to be replaced, new one purchased
Archibald	2023 Triple Crown Utility Trailer T-16	\$ 3,066.59	
Public Works Admin	1990 Trailer mounted generator #08	\$ 18,956.00	likely cost to replace \$30,000
Recreation	2020 Big Tex Trailer #T-1	\$ 3,500.00	
Recreation	John Deere Gator	\$ 5,000.00	Needs to be taken to John Deere for Quote
Recreation	John Deere 3 Wheel Sand Rake; Water Damage from Rain	\$ 2,484.74	Completed
Recreation	Kohler Command Mower	\$ 15,000.00	Has not begun due to the School Field being used for school activities.
Recreation	Pallet of Rye Grass for Ball Fields	\$ 3,850.00	Completed
Recreation	Athletic Field Equipment Damaged by Flooding	\$ 3,744.88	Completed
Marina	2 Fuel Pumps - PMC	\$ 31,648.66	Quote received
Marina	Control Box for Fuel pumps	\$ 1,385.00	Purchased
Marina	2 Koolair Ice Machines	\$ 12,037.52	Replaced
Marina	Marine Sani pump-out motor & Control Box submerged under water	\$ 4,143.20	Replaced
Marina	Front Security Gate - Viking electrical short from water damage	\$ 7,633.88	Replaced
Marina	Security Camera Control Box X4 corroded from salt water and mud	\$ 2,120.50	Replaced Waiting on Invoice
Marina	Boat Lift Control Box X8 - TEC II mud, silt and moisture damage	\$ 8,000.00	Quote Recived
Marina	Main Breaker Panels for Docks - Eaton Breakers	\$ 14,053.00	Repaired
Marina	Dock Power Pedestals-Eaton submerged in water	\$ 64,862.00	Pedestal Only, Labor not included
Marina	25 dock boxes ripped off their anchors and floated away	\$ 10,998.75	Waiting to Purchase
Marina	Dock boards, pilings and finger piers damaged due to wind and waves		Replaced Waiting on Invoice
Marina	Gondola Displays 5 units received water damage and swelling	\$ 2,325.00	Waiting to Purchase
Marina	120 feet of Vinyl Fence blown apart by Milton	\$ 6,360.00	Waiting for Quote
Marina	Aluminum Awning blown away	\$ 1,058.97	Replaced
Marina	Marina Sign wind damage	\$ 7,000.00	Quote Received
Marina	10x10 shed	\$ 3,995.00	
Building & Comm. Dev.	2 Konica copiers	\$ 3,361.00	
Stormwater	Transformer at 141st Stormwater Station	\$ 9,950.00	Completed
Stormwater	Flygt Control Panel at 141st Stormwater Station	\$ 2,190.00	Relay replaced at station (Euautomation)
Stormwater	Flygt Model submersible pump for 141st Stormwater Station	\$ 41,481.90	PO issued and waiting for pump to arrive

TO: Board of Commissioners
FROM: Robin I. Gomez, City Manager
DATE: March 26, 2025
RE: City Marina

Background

The City of Madeira Beach operates a Marina enterprise located very close to the Boca Ciega Bay just off the Tom Stuart Causeway that provides various boating amenities, products, and services including wet/dry slips, fuel, a store, waterway access to the Bay and the Gulf via John's Pass Waterway (a short distance), and more with a FY 25 revenue budget of \$2,031,200 and expenses of \$1,259,360.

Discussion

From the City's Website:

The Madeira Beach Municipal Marina is your gateway to the beautiful waters of the Gulf Coast, offering a full range of amenities and services to make your boating experience enjoyable and convenient. Open seven days a week, the marina is ready to serve you with extended hours to accommodate early morning and evening adventures.

Operating Hours:

Monday to Thursday: 7:00 AM - 7:00 PM

Friday to Sunday: 7:00 AM - 8:00 PM

Whether you're looking to dock your boat, refuel, or simply enjoy the scenic surroundings, Madeira Beach Municipal Marina is the perfect spot for marine enthusiasts. With top-notch facilities and friendly staff, the marina ensures a seamless and pleasant experience for all visitors.

FY '24 Accomplishments:

Infrastructure

- Completed Digital Information Sign Project.
- Improved the outside balcony area.
- Restriped Dry Storage parking area.
- Increased inventory to the Marina ship store.
- Expanded live bait selection.
- Purchased an event beverage vending trailer. Wrapped it with the Marina logo and information to help advertise the Marina.
- Completed the process of engineering and design for the Marina Sea Wall project. Project will start FY2025.

Public Safety and Health

- Maintained compliance with the Florida Clean Marina and the Clean Vessel act.
- Executed a Clean Vessel Act Maintenance Grant for the two marine sanitation systems at the Marina, through the FDEP.
- Expanded and grew interest in our Amphibious Waterway Cleanup. This tournament style trash cleanup creates a fun and unique way to get the community involved in cleaning up our waterways, while raising awareness for the future stewards of our environment.

FY '25 Goals and Objectives:

New income opportunities utilizing current staff and infrastructure.

- Increase Transient boating business through advertisement and speaking with local hotels and rentals to make them aware of the services
- Expand inventory throughout the store.

Enhance the public safety, ascetics, and overall image of the Marina.

- Complete sea wall project.
- Investigate the undergrounding of the power lines inside the Marina.
- Continue to grow the Grunt Hunt and Trash Cleanup tournaments.
- Install shower doors in bathrooms.
- Investigate and execute ways to make the Marina more inviting to the "passing buy" public on 150th Avenue.
- Expand the Marina's involvement in local events and charities.

Date

FOURNIER AND CONNOLLY, P.A.
ATTORNEYS AT LAW

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KELLIE MADONNA, PARALEGAL

*BOARD CERTIFIED CITY COUNTY
LOCAL GOVERNMENTAL LAW

April 20, 2006

Paula Cohen
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

RE: Municipal Marina

received
4/24/06

Dear Paula:

Pursuant to your email of April 19, 2006, I have reviewed the legal descriptions and sketch submitted by Gulfcoast Survey Associates. I will address herein each of the parcels and attempt to resolve each of the questions you have previously raised.

Parcel 1 references a document in the Official Records of Pinellas County in O.R. Book 1356 at Page 313. I do not have a copy of this document. Consequently, I am unable to indicate any permitted or prohibited uses on this parcel of property. Please provide me a copy of this document.

Parcel 2 is a parcel of property containing approximately 2.4 acres described in the deed from the Trustees of the Internal Improvement Trust Fund to the City of Madeira Beach dated October 24, 1952. The deed is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1328. This deed prohibits the City from selling, conveying or leasing Parcel 2, or any part thereof, to any private person, firm or corporation for any private use or purpose. The deed requires that Parcel 2 be used solely for public purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 2? I believe the answer is no.

Can the City lease any portion of Parcel 2 to a boat club entity for office space regarding recreational boat rentals? I believe the answer is no.

Can the City lease any portion of Parcel 2 for a restaurant? I believe the answer is no.

Can the City allow any commercial fishing boats or commercial charters of any type at City wet slips within Parcel 2? I believe the answer is yes. The City may, however, want to

obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcel 3 is a piece of property containing approximately 23,640 square feet described in the Sovereignty Submerged Lands Lease Renewal dated March 25, 2003. The Lease Renewal is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1317. The Lease Renewal authorizes the City to operate an existing 93-slip municipal docking facility exclusively to be used for mooring of non-commercial recreational vehicles in conjunction with an upland marina with fueling facilities and a sewage pump out facility. The Lease Renewal prohibits any change in use of the marina without obtaining a regulatory permit. The Lease Renewal prohibits any restaurant or dining activities within Parcel 3. The Lease Renewal prohibits any gambling ship within Parcel 3. The Lease Renewal mandates that at least 90 percent of the slips within Parcel 3 be available to the general public on a first come, first served basis.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 3? I believe the answer is a resounding no.

Can the City lease any office space within Parcel 3 to a boat club entity for recreational boat rentals? Parcel 3 appears to be submerged lands. As such, I presume office space would not be constructed within this parcel. Nonetheless, it appears office space use would be inconsistent with the restrictions applicable to Parcel 3.

Can the City lease any portion of Parcel 3 for a restaurant use? The answer is clearly no.

Can the City have any commercial fishing boats or commercial charters of any type at the City's wet slips within Parcel 3? Once again, I think the answer is a resounding no.

Parcel 4 is the dedication from the Trustees of the Internal Improvement Trust Fund to the City dated December 4, 1975. The dedication is recorded in the Official Records of Pinellas County at O.R. Book 12638 at Page 1326. The dedication deals with a 0.206 acre parcel of property. The dedication indicates that the property is dedicated for municipal marina purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 4? I believe the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any office space within Parcel 4 to a boat club entity for recreational boat rentals? I think the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any portion of Parcel 4 for a restaurant? I think the answer is probably no. I doubt a restaurant would be considered a municipal marina purpose.

Can the City allow commercial fishing boats or commercial charters of any type at City wet slips within Parcel 4? I think the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcels 5, 6 and 7 are all included within the warranty deed dated November 9, 1953 from Mr. and Mrs. Werschlin to the City. This deed is recorded in the Official Records of Pinellas County in Deed Book 1454 at Page 387. The City owns unencumbered fee simple title. The only use restriction in this deed applies to Parcel 7 on the sketch. As to Parcel 7, five feet each side and abutting the southwesterly boundary line is restricted against buildings of all kinds. I presume this refers to the boundary line between Parcel 7 and Parcel 6 as described in the Gulfoast sketch.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 7? I believe the answer would be yes if any portion of Parcel 7 was within the water. It appears, however, that Parcel 7 is totally a land parcel. As to Parcels 5 and 6, again there are no restrictions to prohibit wet slips. It appears, however, that these parcels are totally land parcels.

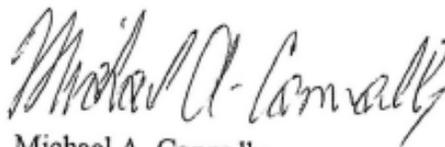
Can the City lease any office space within Parcels 5, 6 and 7 to a boat club entity for recreational boat rentals? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City lease any portion of Parcels 5, 6 and 7 for a restaurant? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City have any commercial fishing boats or commercial charters of any type at west slips within Parcels 5, 6 and 7? Again, it appears these parcels are totally land parcels. There are, however, no restrictions in the deed which would prohibit such use.

I hope this correspondence answers the previously raised questions with regard to the permitted and prohibited uses on the marina property. Please let me know if you need any additional information or assistance with regard to this matter.

Sincerely,



Michael A. Connolly
City Attorney
City of Madeira Beach

MAC fjl
cc: Jill Silverboard, City Manager



Memorandum

Meeting Details: March 26, 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/FEE: 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)	



Memorandum

Meeting Details: March 26, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Boca Ciega Street End Project Update

Background

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 eliminating the parking spaces at 134th and Boca Ciega Dr. Staff is working on the permit package with the help of Planning and Zoning staff and working on the bid package simultaneously.

Fiscal Impact

The FY 2024 budget had \$150,000.00 budget and will be added as a budget amendment for FY2025 by the finance department.

Recommendation(s)

Staff update as requested by the Board of Commissioners

Attachments

- **Revised plans showing changes**

LANDSCAPE PLAN FOR POCKET PARKS

MADEIRA BEACH, FLORIDA

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



PREPARED BY:



Sheet List Table

Sheet Number	Sheet Title
L001	COVER SHEET
H-100	OVERALL SITE PLAN & GENERAL NOTES
H-101	HARDSCAPE PLANS
H-102	HARDSCAPE PLAN
H-103	HARDSCAPE PLAN
H-500	HARDSCAPE DETAILS
H-501	HARDSCAPE NOTES
L-101	PLANTING PLANS
L-102	PLANTING PLAN
L-103	PLANTING PLAN
L-500	PLANTING NOTES
L-501	PLANTING DETAILS
IR-101	IRRIGATION PLAN
IR-102	IRRIGATION PLAN
IR-103	IRRIGATION PLAN
IR-501	IRRIGATION DETAILS
IR-502	IRRIGATION DETAILS AND NOTES
APPENDIX A	SURVEY
APPENDIX B	GEO - REPORT

REVISION NO.	DATE	DESCRIPTION

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MARTIN STEFFEN, FLA 6667386
NAME LICENSE NO.
DATE 7/3/2024
28000636 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE:

SHEET TITLE
COVER SHEET

L001



GENERAL NOTES:

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT SITE CONDITIONS AND DETERMINING REQUIRED QUANTITIES AND AVAILABILITY OF ALL MATERIALS PRIOR TO BIDDING. QUANTITIES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF ANY DISCREPANCIES OCCUR BETWEEN QUANTITIES CALLED FOR ON THE PLANT LIST AND THOSE INDICATED ON THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL INSPECT PLANTING AREAS AND VERIFY THAT NO OBJECTIONABLE MATERIALS OR OBSTRUCTIONS ARE PRESENT. PRESENT FINDINGS TO OWNER'S REPRESENTATIVE FOR APPROVAL. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE, AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT IMPROVEMENTS FROM DAMAGE AND EROSION INCLUDING BUT NOT LIMITED TO EXISTING PLANT MATERIAL, GRADES, SIDEWALKS, SITE FURNISHINGS, CURBS, AND UTILITIES. ANY ADJACENT IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL, AT A MINIMUM, BE RESTORED TO A STATE EQUAL TO ITS PRE-CONSTRUCTION STATE AT THE CONTRACTOR'S EXPENSE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS DISTURBED BY OTHER CONTRACTORS OR BY LANDSCAPE INSTALLATION.
- IN GENERAL, THE WORK SHALL PROCEED AS RAPIDLY AS THE SITE BECOMES AVAILABLE. CONTRACTOR TO COORDINATE PROJECT SCHEDULE WITH OWNER'S REPRESENTATIVE. WORK TO BEGIN WITHIN 5 BUSINESS DAYS OF RECEIPT OF NOTICE TO PROCEED.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE CONSTRUCTION OF PLANTING AREAS WITH HARDSCAPE, ELECTRICAL, AND IRRIGATION WORK.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY HOISTING EQUIPMENT NECESSARY FOR THE PLACEMENT OF PLANT MATERIAL.
- COLLECT SOIL SAMPLES AT A MINIMUM OF (3) PLANTING LOCATIONS THROUGHOUT THE PROJECT. SUBMIT TESTING LOCATIONS TO OWNER'S REPRESENTATIVE PRIOR TO TAKING SAMPLES. SAMPLES SHALL BE SENT TO AN APPROVED AGRONOMIC SOILS TESTING LABORATORY. STATING PROPOSED PLANT MATERIAL AT EACH TEST LOCATION. ANALYSIS SHALL INCLUDE, AT A MINIMUM, PH, NPK, ORGANIC CONTENT, TEXTURE, AND SOLUBLE SALTS. SUBMIT RESULTS/RECOMMENDATIONS AND PROPOSED FERTILIZER ANALYSIS/AMENDMENTS TO OWNER'S REPRESENTATIVE. COSTS OF FERTILIZER AND AMENDMENTS ARE TO BE INCLUDED IN THE COST OF THE PROJECT.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE CONDITION OF UNDERGROUND UTILITIES THAT AFFECT PLANTING LOCATIONS. IF ANY CONFLICTS OCCUR BETWEEN PROPOSED LOCATION OF TREES ON THE DRAWINGS AND ANY UNDERGROUND, SUBSURFACE, OR OVERHEAD UTILITIES OR STRUCTURES THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATIONS AND PROTECTION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN, AND ALL PROPOSED UTILITIES ON THESE DRAWINGS.
- IF THE LANDSCAPE CONTRACTOR DAMAGES ANY STAKED OR IN PLACE UTILITIES OR STRUCTURES BY HIS OWN NEGLIGENCE THEY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, NOTES, AND THE LANDSCAPE SCHEDULE FOR COMPLETE LANDSCAPE INSTALLATION INSTRUCTIONS. NOTIFY OWNER'S REPRESENTATIVE OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
- THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. ANY DAMAGED PLANT MATERIAL SHALL BE REPLACED WITH PLANTS OF SAME SPECIES (MIN 12' HT, 3" CAL, 6" CT) EQUALING THE TOTAL DIAMETER BREST HEIGHT (DBH) OF THE DAMAGED TREE AND SHALL BE SUBJECT TO ALL REQUIREMENTS HEREIN.
- ALL UNPAVED DISTURBED AREAS WITHIN PROJECT LIMITS SHALL BE SODDED TO MATCH EXISTING TURF. UNLESS OTHERWISE SPECIFIED, ENSURE EXISTING GRADES ARE RE-ESTABLISHED, TRIM EDGES EVENLY AND BUTT SOO PIECES TOGETHER CLOSELY. PEG SOD IN PLACE WHERE SLURGE MAY OCCUR. ALL OTHER AREAS NOT SPECIFICALLY ADDRESSED IN THE PLANS MUST BE STAKED AT THE CONSTRUCTION OF EARTH DISTURBING ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR ACHIEVING STABILIZATION FREE OF WASH-OUTS UNTIL FINAL ACCEPTANCE BY OWNER.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL NEWLY INSTALLED PLANT MATERIAL AS NEEDED TO MAINTAIN HEALTH AND VIGOR THROUGHOUT THE 90 DAY MAINTENANCE PERIOD REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION AND/OR RAINFALL.

DAMAGES AND WARRANTY:

- ALL PLANT MATERIAL, INCLUDING TRANSPLANTED PLANT MATERIAL, SHALL BE GUARANTEED AT OR ABOVE THE SPECIFIED CONDITIONS THROUGH SUBSTANTIAL COMPLETION AND UNTIL THE END OF THE (1) YEAR WARRANTY PERIOD. MAINTENANCE SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION. AFTER WHICH THE LANDSCAPE CONTRACTOR WILL MAINTAINANCE WITH OWNER'S REPRESENTATIVE. DECLINE IN CONDITION OF PLANT MATERIAL DURING INSTALLATION AND/OR WARRANTY PERIOD SHALL BE GROUNDS FOR REJECTION AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-STAKING OF TREES DURING THE WARRANTY PERIOD. IF NECESSARY, MINIMUM TOLERANCE FROM VERTICAL SHALL BE 3 INCHES. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRES ETC. TO PENETRATE OUTER SURFACE OF TREES OR PALMS. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE OWNER AND/OR THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY AND ALL WORK WHICH DOES NOT MEET WITH THE REQUIREMENTS OF THE SPECIFICATIONS AT ANY STAGE OF THE PROJECT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
- CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING TO OWNER'S REPRESENTATIVE. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER AND/OR THEIR REPRESENTATIVE SHALL DECLARE THE PROJECT TO BE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE 1 YEAR WARRANTY PERIOD AND THE 90 DAY MAINTENANCE PERIOD.
- CONTRACTOR SHALL REMOVE ALL PLANT SAUCERS, GRADE SMOOTH, AND RE-MULCH AS WELL AS REMOVE PLANTING STAKES FROM SITE AFTER THE (1) YEAR WARRANTY PERIOD.

PROJECT SUBMITTALS:

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL FOR ALL PROPOSED MATERIALS INCLUDING BUT NOT LIMITED TO PLANTS, STAKING, SOIL AMENDMENTS, FERTILIZER, MULCH, ETC. PRIOR TO PURCHASING. CONTRACTOR SHALL PROVIDE REPRESENTATIVE SAMPLES OF ALL PLANT MATERIAL ON-SITE FOR REVIEW BY OWNER'S REPRESENTATIVE. NOTIFY OWNER'S REPRESENTATIVE IN WRITING AT A MINIMUM OF 3 BUSINESS DAYS PRIOR TO INSPECTION. IF APPROVED BY OWNER'S REPRESENTATIVE, THEN DATED AND SCALED COLOR PHOTOGRAPHS MAY ALSO BE SUBMITTED.
- ALL PROJECT SUBMITTALS MUST BE COMPLETED AND COMPILED IN AN EASILY REPRODUCIBLE FORM. SUBMITTAL SHEETS THAT ARE NOT LEGIBLE AND REPRODUCIBLE WILL BE REJECTED. SUBMITTAL SHEETS THAT DO NOT CLEARLY IDENTIFY THE PRODUCTS OR MATERIALS SELECTED WILL BE REJECTED.
- CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE THE GROWER'S AND/OR STATE INSPECTION CERTIFICATE FOR PLANT MATERIAL TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
- PRODUCTS INSTALLED ON THE PROJECT SITE THAT ARE NOT CONSISTENT WITH THE PROJECT SUBMITTALS WILL BE REMOVED AND REPLACED WITH THE PRODUCTS IDENTIFIED IN THE PROJECT SUBMITTAL PACKAGE AT THE CONTRACTOR'S EXPENSE.
- PRIOR TO ISSUING SUBSTANTIAL COMPLETION NOTICE THE CONTRACTOR SHALL SUBMIT TO THE OWNER THREE (3) COPIES OF AS BUILT PLANS DOCUMENTS AND THREE (3) COPIES OF AN ANNUALIZED MAINTENANCE AND OPERATION MANUAL DETAILING ALL SCHEDULES, NURSERY PRACTICES, WATERING REQUIREMENTS, FERTILIZATION, TRIMMING, ETC., FOR ALL PLANT MATERIALS AND PLANT AREAS OF THE PROJECT.

SITE REQUIREMENTS:

- CONTRACTOR SHALL AGREE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN THE CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
- LANDSCAPE HOLDING AREA, INGRESS, EGRESS, AND SITE ACCESS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOT DISTURB OR IMPED ACCESS TO THE SITE BY OTHERS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY CLEANUP OF PREMISES AND REMOVAL OF DISCARDED OR SURPLUS MATERIALS AND RUBBISH IN A LAWFUL MANNER. ANY OPEN PITS OR TRENCHES SHALL BE COMPLETELY AND THOROUGHLY BARRICADED DURING THE WORKDAY AND COMPLETELY FILLED IN AT THE END OF EACH WORKDAY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT REMAINING ON SITE AT THE END OF THE WORK DAY SHALL BE STORED IN AN ORGANIZED FASHION IN THE AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
- DURING CONSTRUCTION, CREWS ARE REQUIRED TO HAVE AT LEAST ONE (1) ENGLISH SPEAKING PERSON ON SITE.

SITE PLAN AND COORDINATE GIOMETRY:

- MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT HIS OWN EXPENSE.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.

EXISTING TO REMAIN PLANT CARE:

- FLAG ALL TREES AND PALMS TO BE SAVED IN PLACE. PROVIDE BARRICADING IN ACCORDANCE WITH LOCAL STANDARDS AROUND TREES AND PALMS TO BE SAVED IN PLACE PRIOR TO SITE DEMOLITION.
- ALL WORK INVOLVING EXISTING TREES TO REMAIN SHALL BE UNDERTAKEN IN THE PRESENCE OF A REGISTERED ARBORIST. ALL TREES AND PALMS TO BE SAVED SHALL BE EXAMINED FOR DAMAGE, DISEASE AND INSECT INFESTATION. PARTS OF THE TREE SHOWING THESE CONDITIONS SHALL BE TREATED OR PRUNED IN ACCORDANCE WITH THE ARBORIST'S RECOMMENDATIONS. REMOVE ALL DEAD LIMBS AND VINES.
- ROOT PRUNE ALL TREES TO BE SAVED PER DRAWINGS PRIOR TO GRADING AROUND TREES.
- TREAT ALL CUTS WITH A FUNGICIDAL BARRIER. BACKFILL THE TRENCH, WITHIN 4 HOURS OF DIGGING, WITH A 1:1 MIXTURE OF SITE SOIL AND SAWDUST OR OTHER FINE ORGANIC MATERIAL. DO NOT COMPACT.
- FERTILIZE THE PLANT AS DIRECTED BY THE CONSULTING ARBORIST.

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

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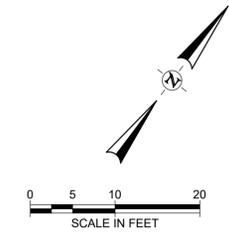
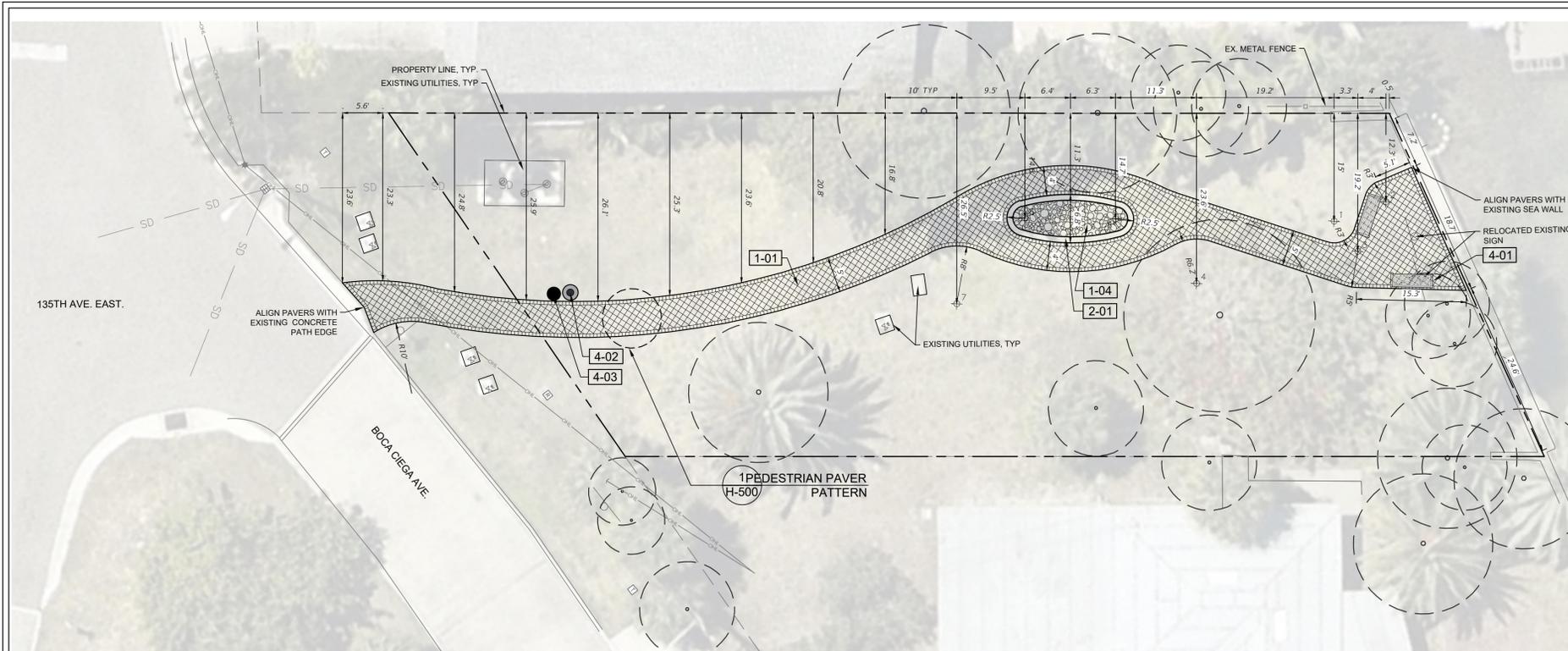
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MARTIN STEFFEN, FLA 6667386
NAME LICENSE NO.
7/3/2024
DATE
2600036 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.:	38545.001
ISSUED:	OCTOBER 2023
DRAWN BY:	IG
CHECKED BY:	LMD
SCALE:	1" = 80'
SHEET TITLE	

OVERALL SITE PLAN & GENERAL NOTES

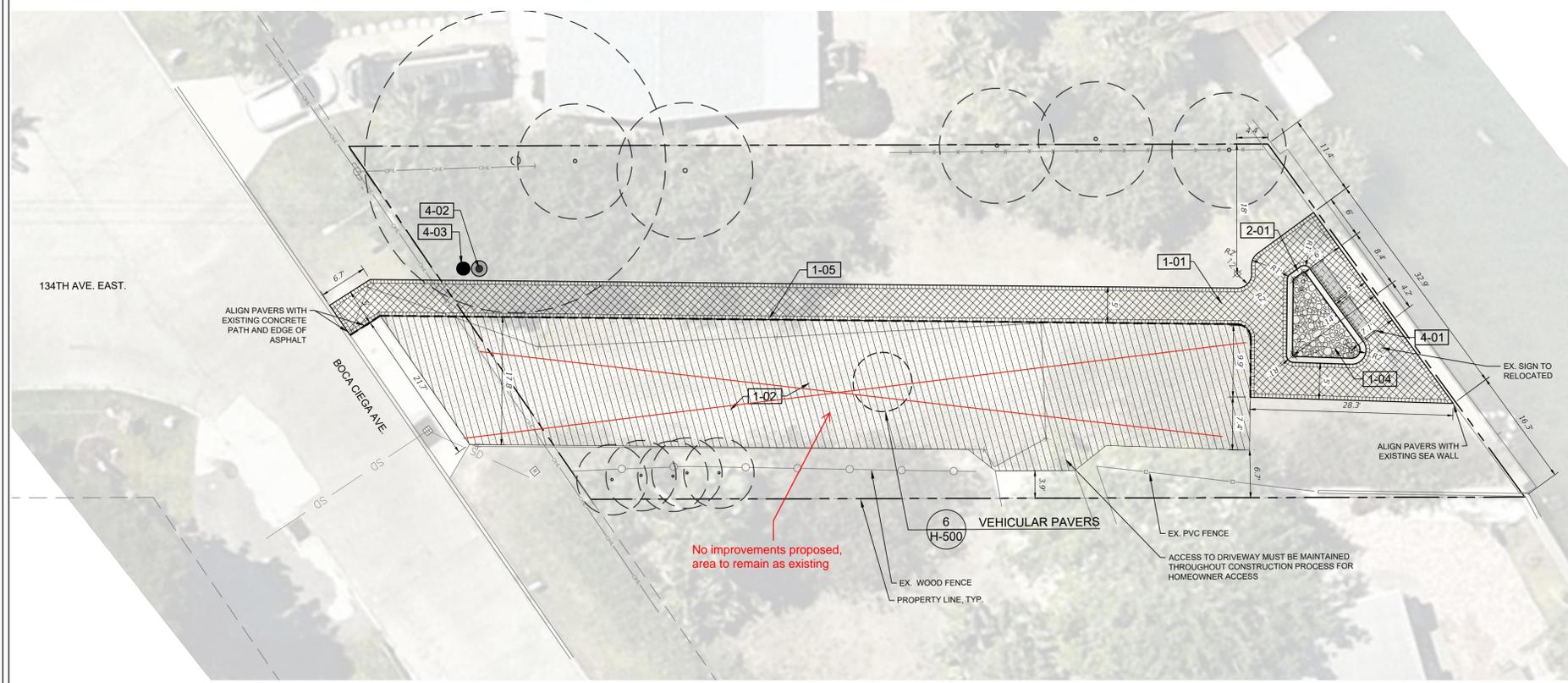
H-100



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1 PAVEMENTS, CURBS & RAMPS		
[1-01]	PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4/4-500
[1-02]	VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6/4-500
[1-04]	CRUSHED SHELL ROCK SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
[1-05]	ISOLATION JOINT	
[1-06]	CONCRETE MOW CURB	4/4-500
2 STEPS, WALLS & EMBANKMENTS		
[2-01]	BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5/4-500
4 SITE FURNISHINGS		
[4-01]	BENCH - POLYWOOD VINEYARD 48" BENCH. PROVIDED BY CITY OF MADEIRA BEACH	6/4-500
[4-02]	MOUNTING TRASH RECEPTACLE, 32 GALLON, 28.75" DIA. X 28.75" HT, RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7/4-500
[4-03]	PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN; DISPENSER BOX; 10 GAL WASTE RECEPTACLE WITH ATTACHED LID; (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8/4-500

1 135TH AVE. EAST



2 134TH AVE. EAST

FILE NAME: A:\380006\38545001\LA\CADD\Sheets\BASE-HARD-385451.dwg DATE: July 3, 2024, TIME: 1:24 PM, USER: ah4588

POCKET PARKS
CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

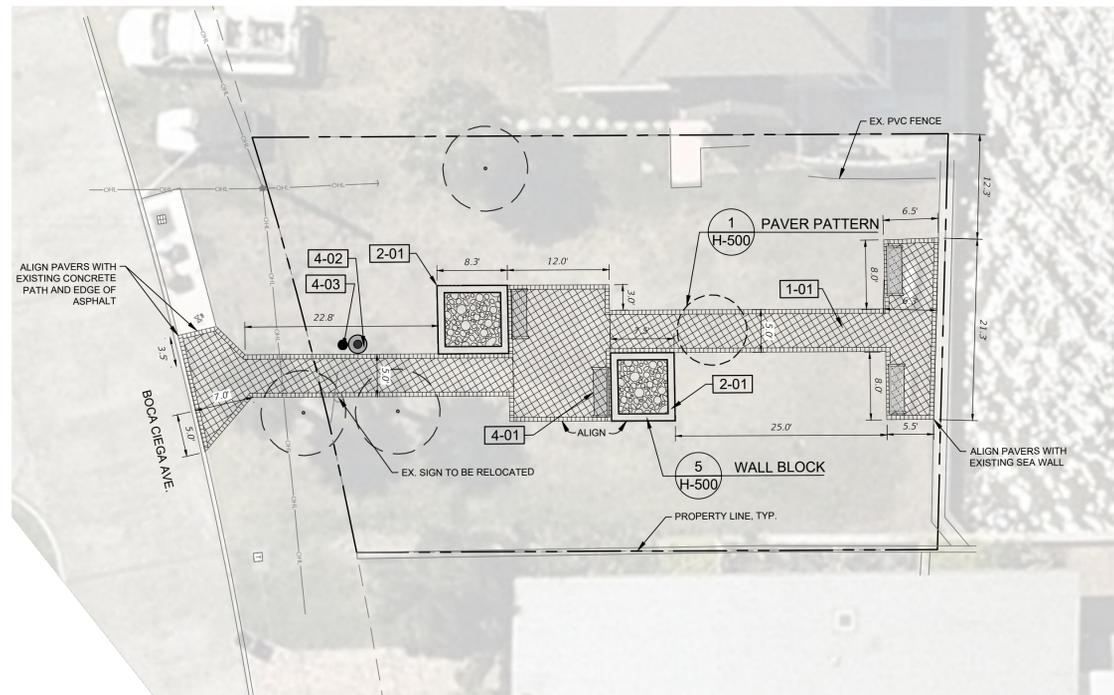
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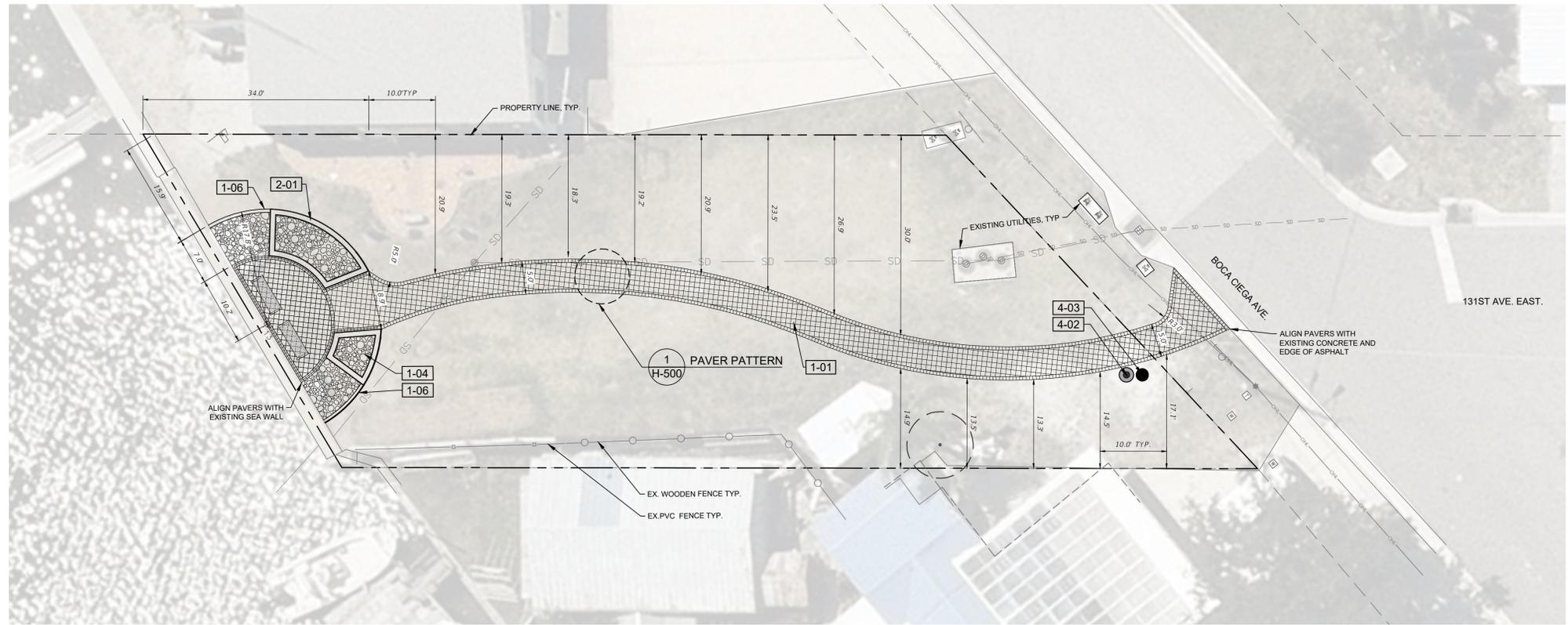
PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: 1" = 10'

SHEET TITLE
HARDSCAPE PLANS

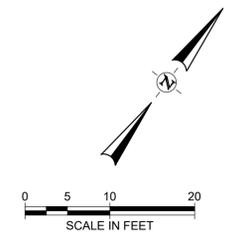
H-101



3 132ND AVE. EAST



4 131ST AVE. EAST



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1 PAVEMENTS, CURBS & RAMPS		
[Symbol]	1-01 PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4/H-500
[Symbol]	1-02 VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6/H-500
[Symbol]	1-04 CRUSHED SHELL ROCK, SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
[Symbol]	1-05 ISOLATION JOINT	
[Symbol]	1-06 CONCRETE MOW CURB	4/H-500
2 STEPS, WALLS & EMBANKMENTS		
[Symbol]	2-01 BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5/H-500
4 SITE FURNISHINGS		
[Symbol]	4-01 BENCH - POLYWOOD VINEYARD 48" BENCH, PROVIDED BY CITY OF MADEIRA BEACH	6/H-500
[Symbol]	4-02 MOUNTING TRASH RECEPTACLE, 32 GALLON, 26.75" DIA. X 28.75" HT, RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7/H-500
[Symbol]	4-03 PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN, DISPENSER BOX, 10 GAL. WASTE RECEPTACLE WITH ATTACHED LID, (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8/H-500

FILE NAME: A:\380006\38545\01\LACADD\Sheet\1-BASE-HARD-38545.001.dwg DATE: July 3, 2024, TIME: 1:24 PM, USER: ah4588

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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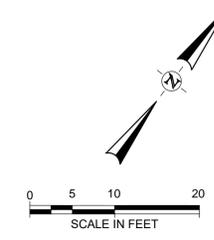
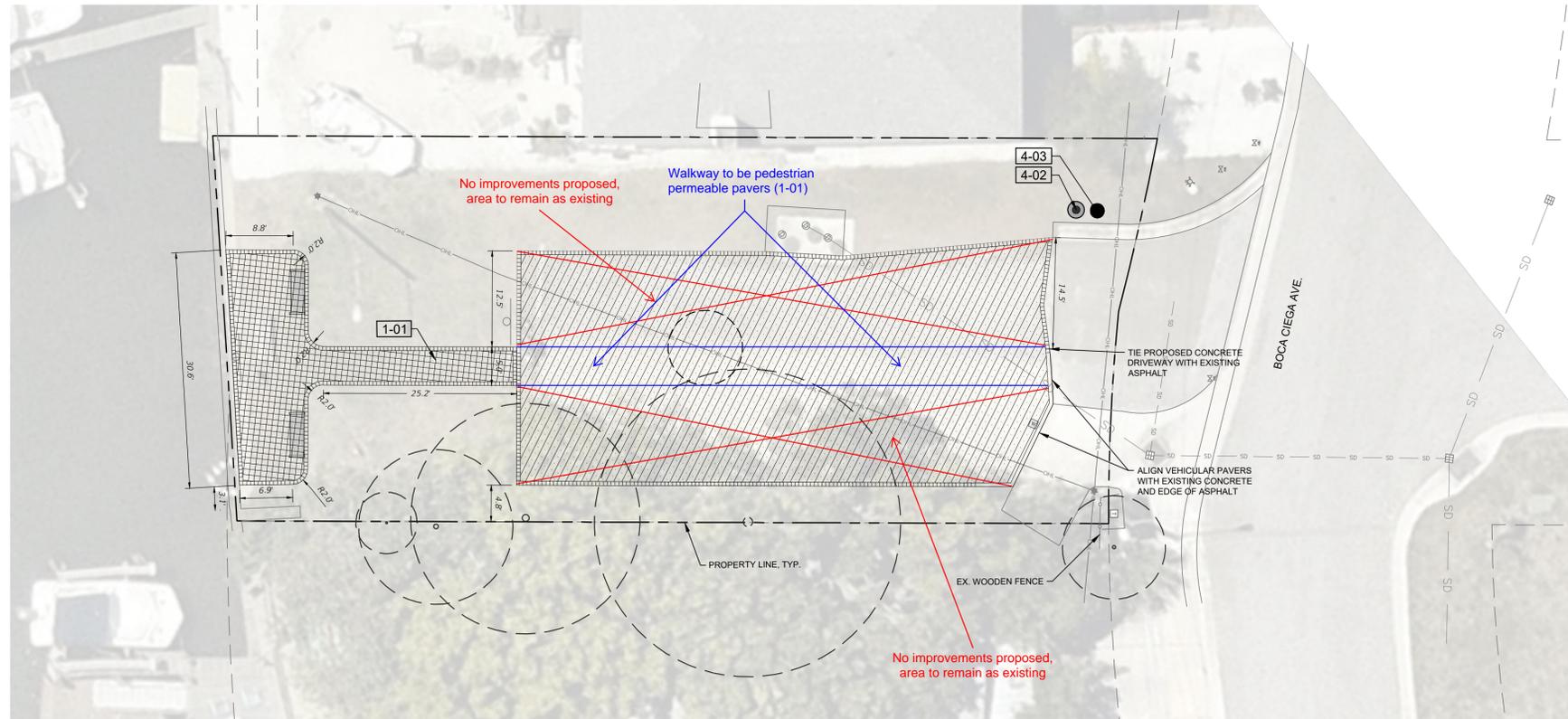
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26000636 FL
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PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: 1" = 10'
SHEET TITLE

HARDSCAPE PLAN

H-102



REFERENCE NOTES SCHEDULE

1 PAVEMENTS, CURBS & RAMPS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol 1-01]	PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4H-500
[Symbol 1-02]	VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6H-500
[Symbol 1-04]	CRUSHED SHELL ROCK, SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
[Symbol 1-05]	ISOLATION JOINT	
[Symbol 1-06]	CONCRETE MOW CURB	4H-500
2 STEPS, WALLS & EMBANKMENTS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol 2-01]	BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5H-500
4 SITE FURNISHINGS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol 4-01]	BENCH - POLYWOOD VINEYARD 48" BENCH. PROVIDED BY CITY OF MADEIRA BEACH	6H-500
[Symbol 4-02]	MOUNTING TRASH RECEPTACLE, 32 GALLON, 28.75" DIA. X 28.75" HT. RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7H-500
[Symbol 4-03]	PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN, DISPENSER BOX, 10 GAL. WASTE RECEPTACLE WITH ATTACHED LID, (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8H-500

5 132ND AVE. EAST

FILE NAME: A:\38000s\38545\01\1\ACADD\Sheets\H-L-BASE-HARD-38545\01.dwg DATE: July 3, 2024, TIME: 1:24 PM, USER: ah4588



REVISION NO.	DATE	DESCRIPTION

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MARTIN STEFFEN, FLA 6667386
NAME LICENSE NO.

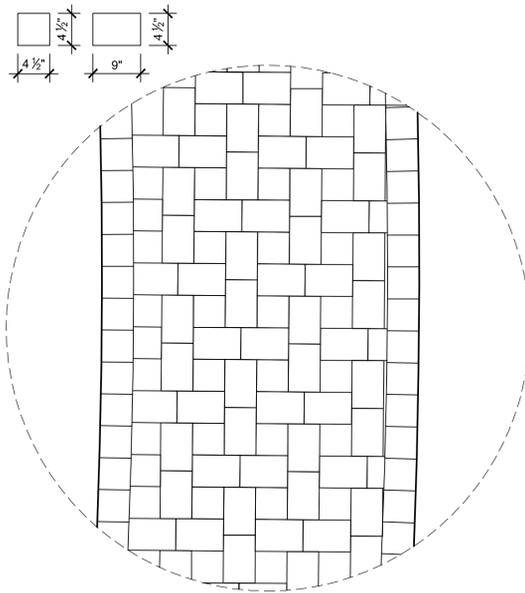
7/3/2024
DATE

2600036 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: 1" = 10'
SHEET TITLE
HARDSCAPE PLAN
H-103

PEDESTRIAN PAVERS

(2) PIECE - PATTERN B - BELGARD
40% 4 1/2" x 4 1/2" x 3 1/8"
60% 4 1/2" x 9" x 3 1/8"



PAVER NOTES:

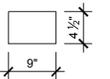
1. CONTRACTOR TO INSTALL ALL PAVERS PER MANUFACTURER'S SPECIFICATIONS
2. ALL AREAS OF PAVERS AS SHOWN ON THE PLANS SHALL BE SET WITH FLUSH TOP SURFACE AND SHALL MAINTAIN A MINIMUM SLOPE OF 0.5% UNLESS OTHERWISE NOTED ON THE PLANS OR DETAILS.
3. BEDDING SAND SHALL CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33. MASON SAND IS NOT ACCEPTABLE. ALL BEDDING SAND SHALL BE SCREENED TO AN EVEN THICKNESS.
4. ALL AREAS OF PAVERS SHALL COMPLY WITH CURRENT ADA (AMERICANS WITH DISABILITIES ASSOCIATION) REQUIRED FOR ACCESSIBLE ROUTES.
5. ALL PAVERS "CUTS" SHALL BE MADE WITH A SPLITTER OR MASONRY SAW.

1 PEDESTRIAN PAVER PATTERN

3/4" = 1'-0"

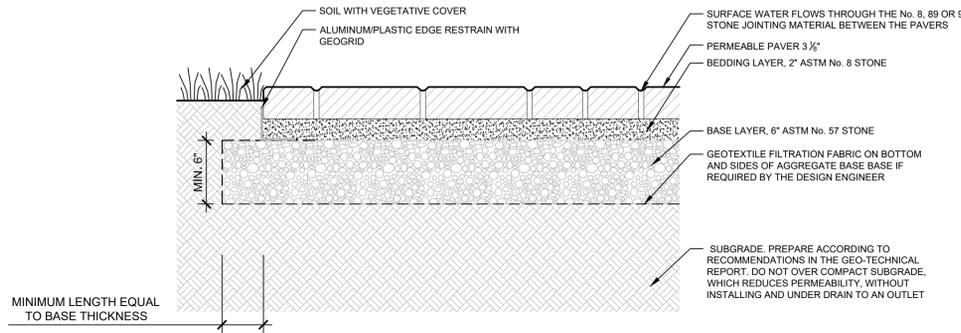
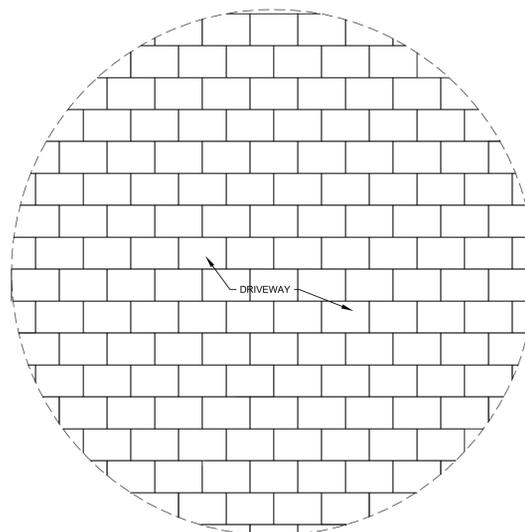
VEHICULAR PAVERS

SIZE: 4 1/2" x 9" x 3 1/2"
PATTERN: RUNNING BOND



2 PARKING VEHICULAR PAVER PATTERN

3/4" = 1'-0"

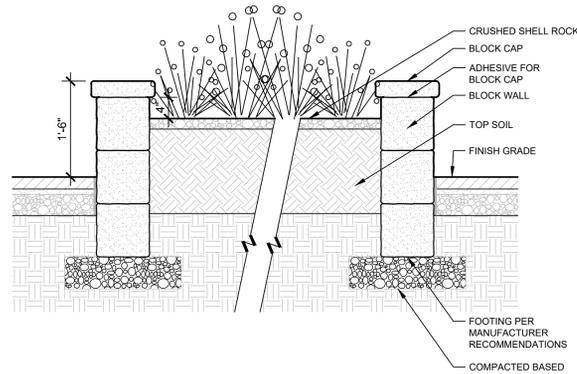
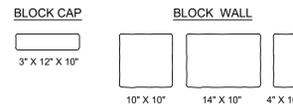


DESIGN NOTES:

1. CROSS SECTION AS SHOWN IS SUITABLE FOR PEDESTRIAN APPLICATIONS AND RESIDENTIAL DRIVEWAYS, PATIOS, AND SIDEWALKS.
2. DEPTH OF AGGREGATE BASE SUBJECT TO SITE SPECIFIC CONDITIONS (SOIL CONDITIONS, GROUNDWATER LEVELS, CLIMATIC CONDITIONS). CONTACT LOCAL BELGARD SALES REPRESENTATIVE.
3. DRAIN PIPES MAY BE REQUIRED WITHIN THE AGGREGATE BASE DEPENDING ON THE PERMEABILITY OF THE SUBGRADE SOILS. VERIFY DRAINAGE NEEDS WITH THE GEOTECHNICAL ENGINEER. ENSURE DRAIN PIPES ARE ABLE TO DAYLIGHT VIA GRAVITY FLOW TO SURFACE, OR CONNECT TO CATCH BASIN.

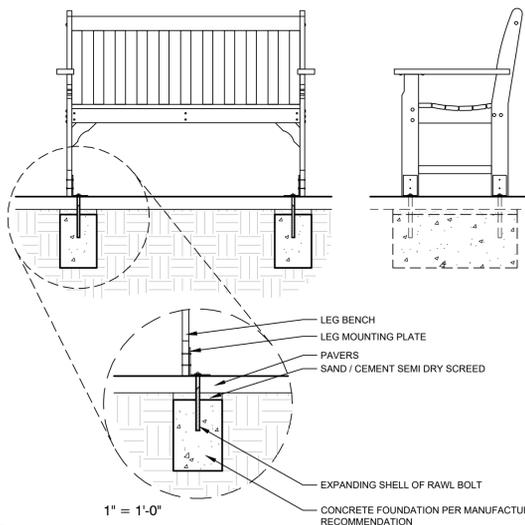
3 VEHICULAR / PEDESTRIAN PERMEABLE PAVERS

1 1/2" = 1'-0"



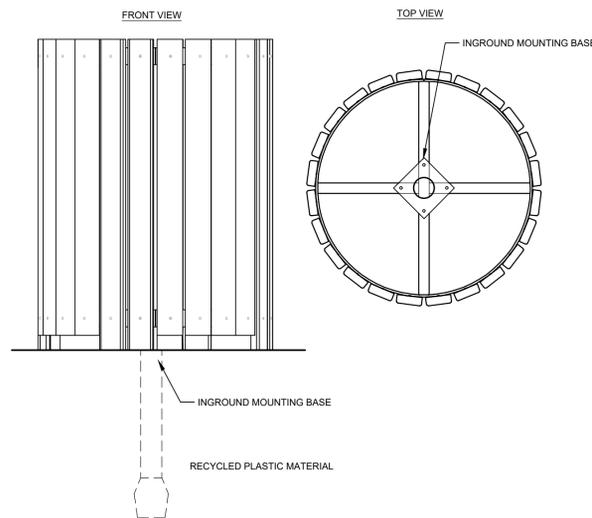
5 WALL BLOCK

3/4" = 1'-0"



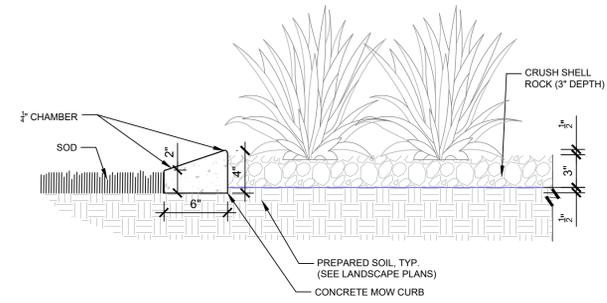
6 MOUNTING BENCH

3/4" = 1'-0"



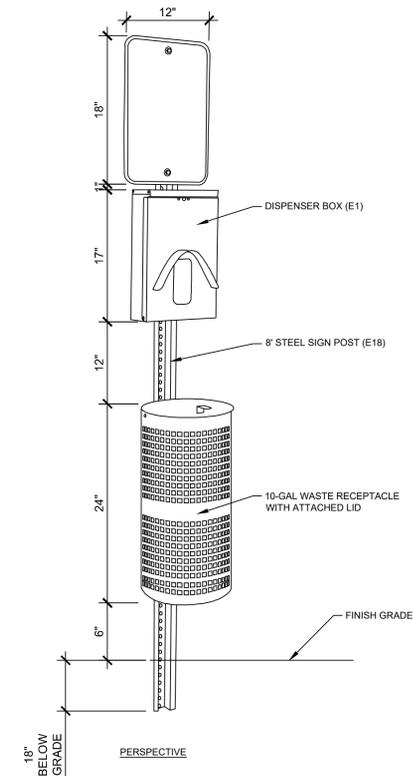
7 TRASH RECEPTACLE

3/4" = 1'-0"



4 CONCRETE MOW CURB

1 1/2" = 1'-0"



SPECIFICATIONS

SUPERIOR KIT INCLUDES:

1. 12" X 18" ALUMINUM SIGN.
2. DISPENSER BOX.
3. 10 GAL WASTE RECEPTACLE WITH ATTACHED LID.
4. 3-MOUNTING HARDWARE SETS EACH SET INCLUDES: 2 NUTS, BOLTS AND WASHERS.
5. 80 PET WASTE BAGS.
6. 50 WASTE RECEPTACLE LINERS.

8 PET WASTE STATION

3/4" = 1'-0"

POCKET PARKS

CITY OF MADEIRA BEACH

MADEIRA BEACH, FLORIDA



REVISION NO.	DATE	DESCRIPTION

PRELIMINARY

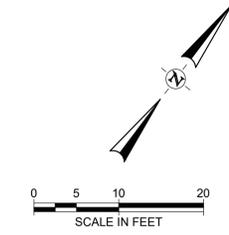
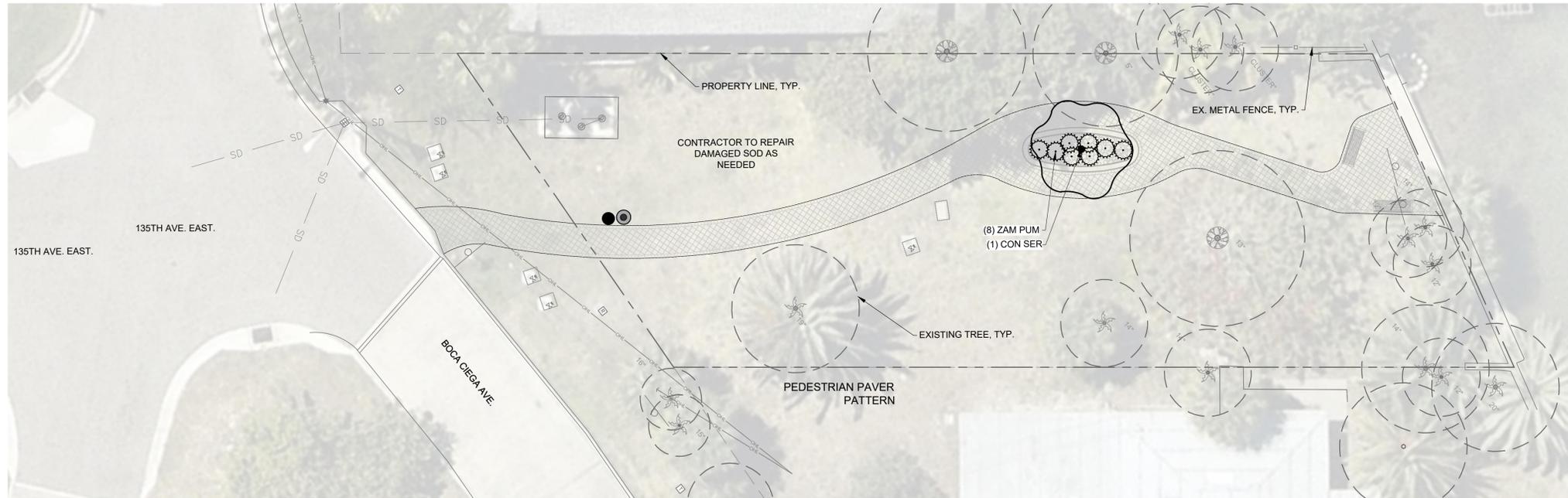
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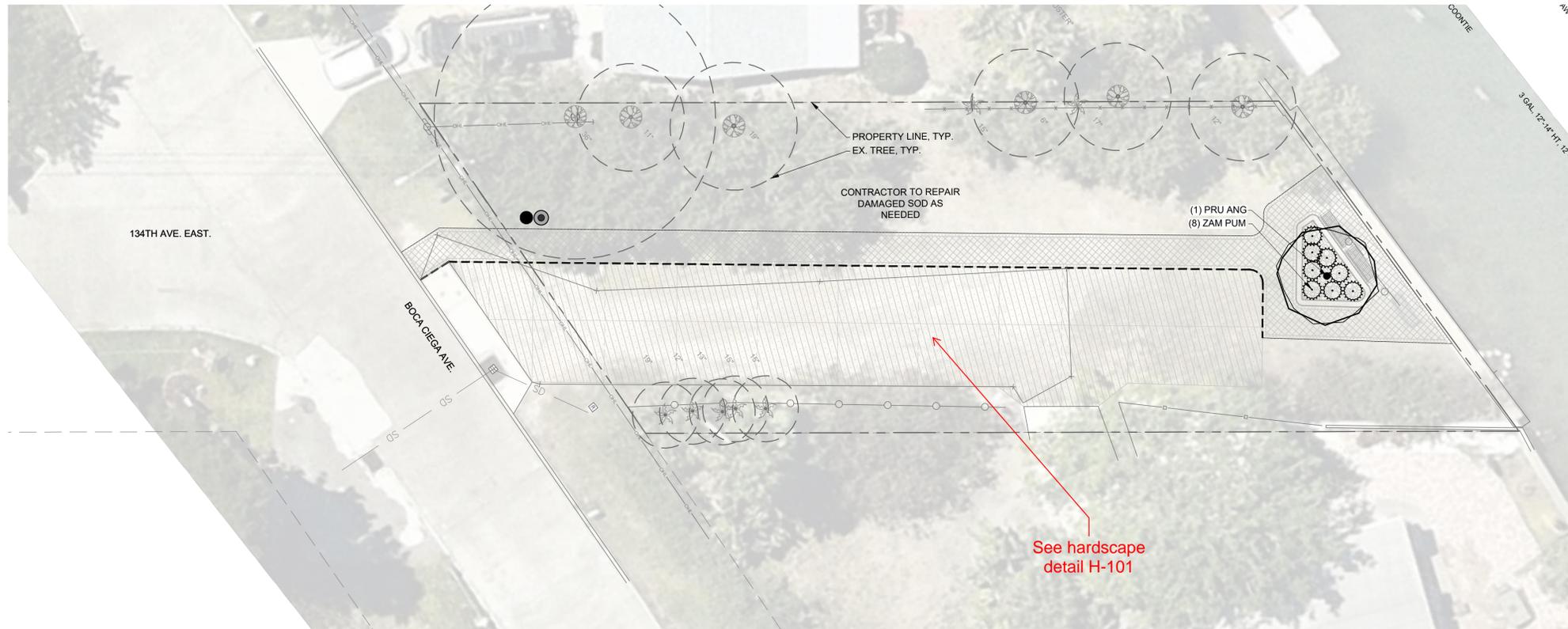
MARTIN STEFFEN, P.L.A. 6667386
NAME LICENSE NO.
DATE: 7/3/2024
28000636 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.:	38545.001
ISSUED:	OCTOBER 2023
DRAWN BY:	IG
CHECKED BY:	LMD
SCALE:	NTS
SHEET TITLE:	HARDSCAPE DETAILS

H-500



1 135TH AVE. EAST



2 134TH AVE. EAST

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

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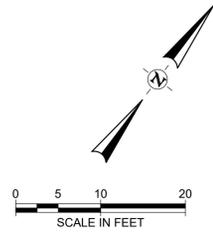
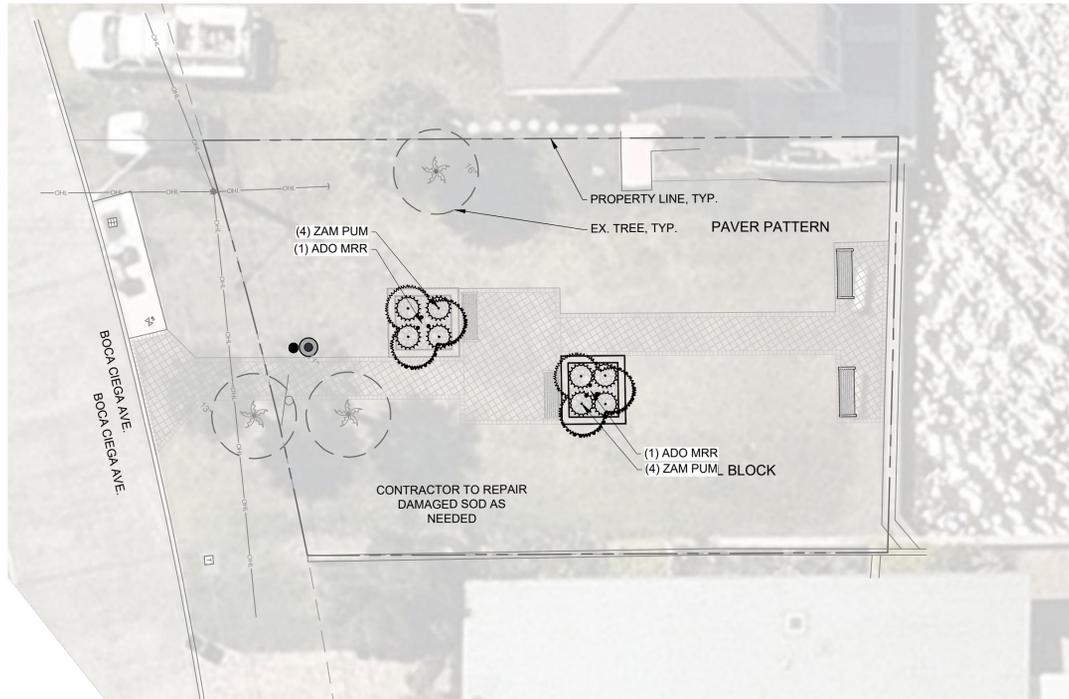
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FIRM / BUSINESS NO. STATE

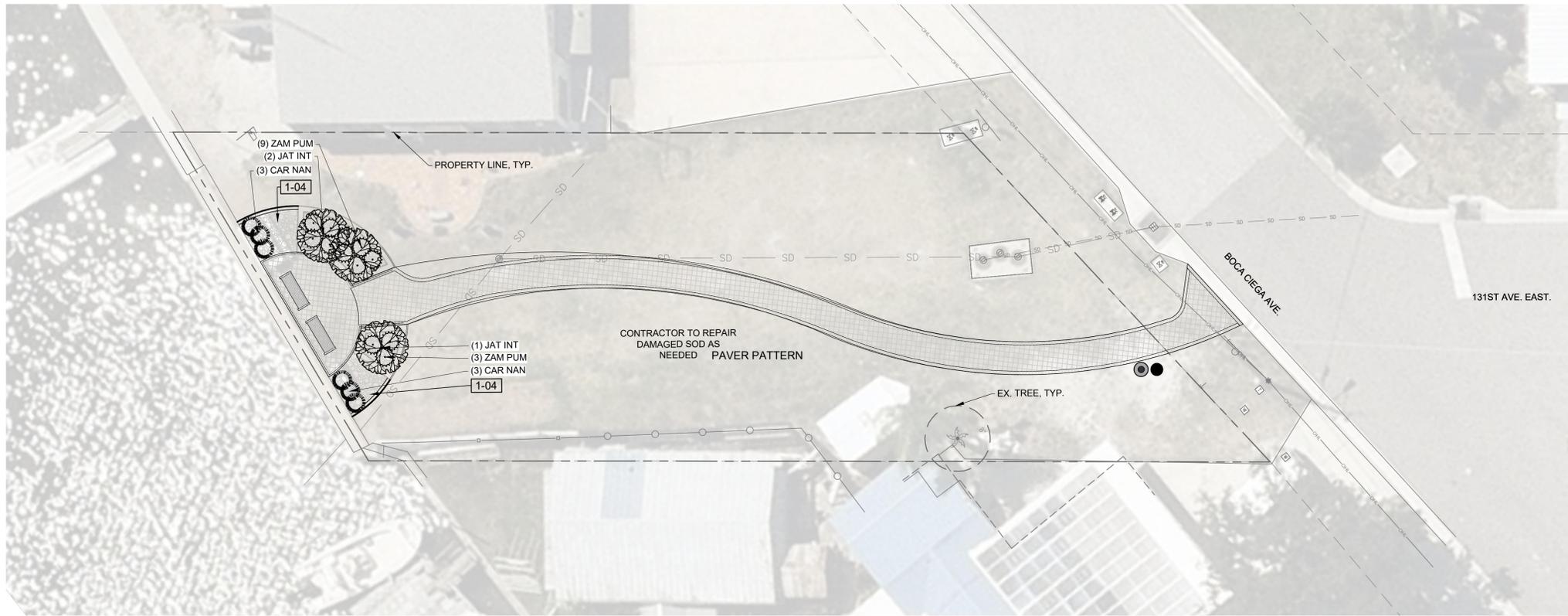
PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: 1" = 10'

PLANTING PLANS

L-101



3 132ND AVE. EAST



4 131ST AVE. EAST

POCKET PARKS
CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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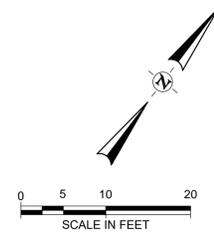
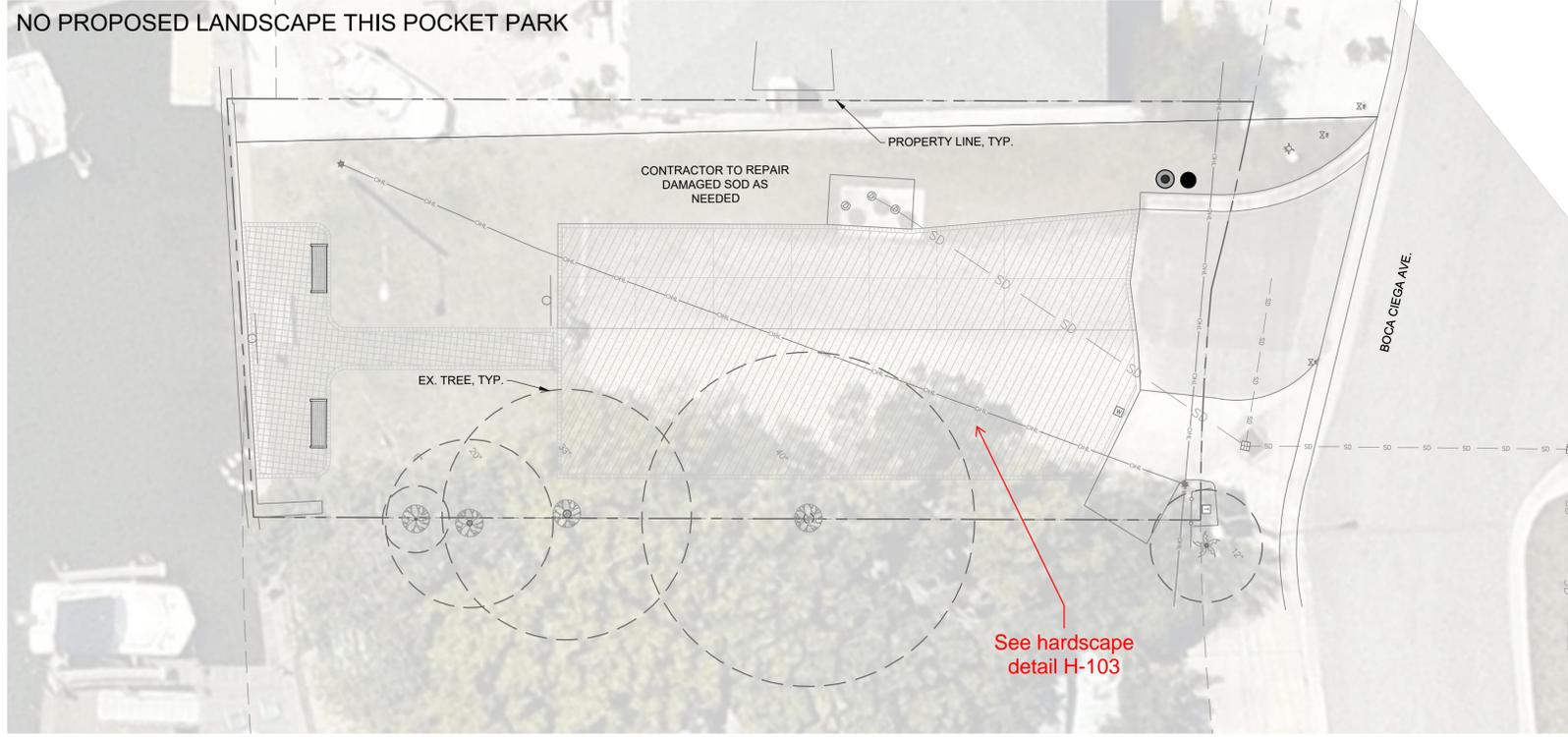
2600036 FL
FIRM / BUSINESS NO. STATE

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SCALE: 1" = 10'
SHEET TITLE

PLANTING PLAN

L-102

NO PROPOSED LANDSCAPE THIS POCKET PARK



5 132ND AVE. EAST

PLANTING SCHEDULE - CITY TO PROVIDE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT	REMARKS	REMARKS
TREES							
	1	CONOCARPUS ERECTUS F. SERICEUS / BUTTWOOD	B&B	3" CAL	12'-14' HT	STANDARD TRUNK	
	1	PRUNUS ANGUSTIFOLIA / CHICKSAW PLUM	B&B	2" CAL	8' HT	STANDARD TRUNK	
PALMS							
	2	ADONIDIA MERRILLII / CHRISTMAS PALM	B&B		8' HT		FG, B&B, TRIPLE, 10'-12' HT
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE			REMARKS
SHRUBS							
	6	GARISSA MACROCARPA 'NANA' / DWARF NATAL PLUM	3 GAL			Agave - Foxtail	3 GAL, 10"-12" HT, 18"-24" SPD, FULL
	3	JATROPHA INTEGERRIMA / JATROPHA	25 GAL			Agave - False	30 GAL, 5'-6' HT, 3'-4" SPD, STANDARD
	36	ZAMIA-PUMILA / COONTIE	3 GAL			Agave - Ray of Light	3 GAL, 12"-14" HT, 12"-14" SPD, FULL

NOTE: IF NEEDED, CONTRACTOR MAY PROPOSE ALTERNATIVE PLANTS SPECIES FOR WRITTEN APPROVAL BY THE CITY

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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PLANTING PLAN

L-103

GENERAL LANDSCAPE NOTES:

- 1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT SITE CONDITIONS AND DETERMINING REQUIRED QUANTITIES AND AVAILABILITY OF ALL MATERIALS PRIOR TO BIDDING. QUANTITIES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF ANY DISCREPANCIES OCCUR BETWEEN QUANTITIES CALLED FOR ON THE PLANT LIST AND THOSE INDICATED ON THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL INSPECT PLANTING AREAS AND VERIFY THAT NO OBJECTIONABLE MATERIALS OR OBSTRUCTIONS ARE PRESENT. PRESENT FINDINGS TO OWNER'S REPRESENTATIVE FOR APPROVAL. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE, AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT IMPROVEMENTS FROM DAMAGE AND EROSION INCLUDING BUT NOT LIMITED TO EXISTING PLANT MATERIAL, GRADES, SIDEWALKS, SITE FURNISHINGS, CURBS, AND UTILITIES. ANY ADJACENT IMPROVEMENT DAMAGED DURING CONSTRUCTION SHALL, AT A MINIMUM, BE RESTORED TO A STATE EQUAL TO ITS PRE-CONSTRUCTION STATE AT THE CONTRACTOR'S EXPENSE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS DISTURBED BY OTHER CONTRACTORS OR BY LANDSCAPE INSTALLATION.
4. IN GENERAL, THE WORK SHALL PROCEED AS RAPIDLY AS THE SITE BECOMES AVAILABLE. CONTRACTOR TO COORDINATE PROJECT SCHEDULE WITH OWNER'S REPRESENTATIVE. WORK TO BEGIN WITHIN 5 BUSINESS DAYS OF RECEIPT OF NOTICE TO PROCEED.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
6. THE LANDSCAPE CONTRACTOR SHALL COORDINATE CONSTRUCTION OF PLANTING AREAS WITH HARDSCAPE, ELECTRICAL, AND IRRIGATION WORK.
7. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY HOISTING EQUIPMENT NECESSARY FOR THE PLACEMENT OF PLANT MATERIAL.
8. COLLECT SOIL SAMPLES AT A MINIMUM OF (3) PLANTING LOCATIONS THROUGHOUT THE PROJECT. SUBMIT TESTING LOCATIONS TO OWNER'S REPRESENTATIVE PRIOR TO TAKING SAMPLES. SAMPLES SHALL BE SENT TO AN APPROVED AGRONOMIC SOILS TESTING LABORATORY, STATING PROPOSED PLANT MATERIAL AT EACH TEST LOCATION. ANALYSIS SHALL INCLUDE, AT A MINIMUM, PH, NPK, ORGANIC CONTENT, TEXTURE, AND SOLUBLE SALTS. SUBMIT RESULTS/RECOMMENDATIONS AND PROPOSED FERTILIZER ANALYSIS/AMENDMENTS TO OWNER'S REPRESENTATIVE. COSTS OF FERTILIZER AND AMENDMENTS ARE TO BE INCLUDED IN THE COST OF THE PROJECT.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE CONDITION OF UNDERGROUND UTILITIES THAT AFFECT PLANTING PROCEDURES. IF ANY CONFLICTS OCCUR BETWEEN PROPOSED LOCATION OF TREES ON THE DRAWINGS AND ANY UNDERGROUND, SUBSURFACE, OR OVERHEAD UTILITIES OR STRUCTURES THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATIONS AND PROTECTION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN, AND ALL PROPOSED UTILITIES ON THESE DRAWINGS.
10. IF THE LANDSCAPE CONTRACTOR DAMAGES ANY STAKED OR IN PLACE UTILITIES OR STRUCTURES BY HIS OWN NEGLIGENCE THEY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, NOTES, AND THE LANDSCAPE SCHEDULE FOR COMPLETE LANDSCAPE INSTALLATION INSTRUCTIONS. NOTIFY OWNER'S REPRESENTATIVE OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
12. THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. ANY DAMAGED PLANT MATERIAL SHALL BE REPLACED WITH PLANTS OF SAME SPECIES (MIN 12' HT, 3" CAL, 6' CT) EQUALING THE TOTAL DIAMETER BREST HEIGHT(OBH) OF THE DAMAGED TREE AND SHALL BE SUBJECT TO ALL REQUIREMENTS HEREIN.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL NEWLY INSTALLED PLANT MATERIAL AS NEEDED TO MAINTAIN HEALTH AND VIGOR THROUGHOUT THE 90 DAY MAINTENANCE PERIOD REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION AND/OR RAINFALL.

DAMAGES AND WARRANTY:

- 1. ALL PLANT MATERIAL, INCLUDING TRANSPLANTED PLANT MATERIAL, SHALL BE GUARANTEED AT OR ABOVE THE SPECIFIED CONDITIONS THROUGH SUBSTANTIAL COMPLETION AND UNTIL THE END OF THE (1) YEAR WARRANTY PERIOD. MAINTENANCE SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION. AFTER WHICH THE LANDSCAPE CONTRACTOR WILL COORDINATE MAINTENANCE WITH OWNER'S REPRESENTATIVE. DECLINE IN CONDITION OF PLANT MATERIAL DURING INSTALLATION AND/OR WARRANTY PERIOD SHALL BE GROUNDS FOR REJECTION AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-STAKING OF TREES DURING THE WARRANTY PERIOD. IF NECESSARY, MAXIMUM TOLERANCE FROM VERTICAL SHALL BE 3 DEGREES. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRES ETC., TO PENETRATE OUTER SURFACE OF TREES OR PALMS. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. THE OWNER AND/OR THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY AND ALL WORK WHICH DOES NOT MEET WITH THE REQUIREMENTS OF THE SPECIFICATIONS AT ANY STAGE OF THE PROJECT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
4. CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING TO OWNERS REPRESENTATIVE. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER AND/OR THEIR REPRESENTATIVE SHALL DECLARE THE PROJECT TO BE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE 1 YEAR WARRANTY PERIOD AND THE 90 DAY MAINTENANCE PERIOD.
5. CONTRACTOR SHALL REMOVE ALL PLANT SAUCERS, GRADE SMOOTH, AND RE-MULCH AS WELL AS REMOVE PLANTING STAKES FROM SITE AFTER THE (1) YEAR WARRANTY PERIOD.

PROJECT SUBMITTALS:

- 1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL FOR ALL PROPOSED MATERIALS INCLUDING BUT NOT LIMITED TO PLANTS, STAKING, SOIL AMENDMENTS, FERTILIZER, MULCH, ETC. PRIOR TO PURCHASING. CONTRACTOR SHALL PROVIDE REPRESENTATIVE SAMPLES OF ALL PLANT MATERIAL ON-SITE FOR REVIEW BY OWNERS REPRESENTATIVE. NOTIFY OWNERS REPRESENTATIVE OF INSPECTION A MINIMUM OF 3 BUSINESS DAYS PRIOR TO INSPECTION. IF APPROVED BY OWNERS REPRESENTATIVE, THEN DATED AND SCALED COLOR PHOTOGRAPHS MAY ALSO BE SUBMITTED.
2. ALL PROJECT SUBMITTALS MUST BE COMPLETED AND COMPILED IN AN EASILY REPRODUCIBLE FORM. SUBMITTAL SHEETS THAT ARE NOT LEGIBLE AND REPRODUCIBLE WILL BE REJECTED. SUBMITTALS SHEETS THAT DO NOT CLEARLY IDENTIFY THE PRODUCTS OR MATERIALS SELECTED WILL BE REJECTED.
3. CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE THE GROWER'S AND/OR STATE INSPECTION CERTIFICATE FOR PLANT MATERIAL TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
4. PRODUCTS INSTALLED ON THE PROJECT SITE THAT ARE NOT CONSISTENT WITH THE PROJECT SUBMITTALS WILL BE REMOVED AND REPLACED WITH THE PRODUCTS IDENTIFIED IN THE PROJECT SUBMITTAL PACKAGE AT THE CONTRACTOR'S EXPENSE.
5. PRIOR TO ISSUING SUBSTANTIAL COMPLETION NOTICE THE CONTRACTOR SHALL SUBMIT TO THE OWNER THREE (3) COPIES OF AS BUILT PLANS/DOCUMENTS AND THREE (3) COPIES OF AN ANNUALIZED MAINTENANCE AND OPERATION MANUAL, DETAILING ALL SCHEDULES, NURSERY PRACTICES, WATERING REQUIREMENTS, FERTILIZATION, TRIMMING, ETC., FOR ALL PLANT MATERIALS AND PLANT AREAS OF THE PROJECT.

SITE REQUIREMENTS:

- 1. CONTRACTOR SHALL AGREE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN THE CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
2. LANDSCAPE HOLDING AREA, INGRESS, EGRESS, AND SITE ACCESS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOT DISTURB OR IMPEDE ACCESS TO THE SITE BY OTHERS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY CLEANUP OF PREMISES AND REMOVAL OF DISCARDED OR SURPLUS MATERIALS AND RUBBISH IN A LAWFUL MANNER. ANY OPEN PITS OR TRENCHES SHALL BE COMPLETELY AND THOROUGHLY BARRICADED DURING THE WORKDAY AND COMPLETELY FILLED IN AT THE END OF EACH WORKDAY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT REMAINING ON SITE AT THE END OF THE WORK DAY SHALL BE STORED IN AN ORGANIZED FASHION IN THE AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.
4. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
5. DURING CONSTRUCTION, CREWS ARE REQUIRED TO HAVE AT LEAST ONE (1) ENGLISH SPEAKING PERSON ON SITE.

PLANT MATERIAL NOTES:

- 1. ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I AND II, DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK.
2. CONTAINER GROWN PLANTS: A MINIMUM OF 80% OF THE CONTAINER ROOTBALL MUST BE BOUND BY THE ROOT SYSTEM. ENCIRCLING OR "RING" ROOTS ARE PROHIBITED AND PLANTS WILL BE REJECTED.
3. ALL SOD SHALL BE WEED AND WEED SEED FREE, WITH A 2" THICKNESS OF ROOTS CAPABLE OF HOLDING SAND. SOD SHALL BE FRESHLY-CUT WITHIN TWENTY-FOUR (24) HOURS OF LAYING AND LAID WITH TIGHTLY-BUTTED JOINTS. HAND RAKING SHALL BE DONE AS NECESSARY TO ENSURE PROPER EVEN GRADES AND CLEAR SURFACES FOR SOD. STAKING OF SOD SHALL BE DONE AS NECESSARY TO PREVENT MOVEMENT OF MATERIAL.
4. ALL PLANT MATERIAL SHALL BE PROTECTED DURING TRANSPORT AND DELIVERY TO JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS OF WINDBURN PREVENTION.
5. SUBSTITUTION OF PLANT MATERIALS WILL NOT BE PERMITTED UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE; ALL SUBSTITUTIONS MUST MEET MINIMUM SPECIFICATIONS ON THE PLANT LIST.
6. SUBSTITUTION OF FIELD GROWN TREES FOR TREES THAT ARE SPECIFIED AS CONTAINER GROWN WILL NOT BE PERMITTED UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. IF SUBSTITUTION IS APPROVED, ALL PLANT SPECIFICATIONS WILL APPLY TO APPROVED BALLED AND BURLAPPED MATERIAL.
7. NEW PLANT MATERIAL WILL BE FIELD ADJUSTED TO ACCOMMODATE EXISTING PLANT MATERIAL SUCH AS OVERHEAD CANOPY TREES, UNDERSTORY TREES AND SHRUBS OR GROUND COVER. THIS WILL ENSURE EXISTING PLANT MATERIAL TO REMAIN IN ITS NATURAL STATE. THEREFORE, NO EXISTING PLANT MATERIAL WILL BE ALTERED BY REMOVING, CUTTING, TRIMMING OR DESTROYING IN ORDER TO INSTALL NEW PLANT MATERIAL.
8. ALL TREES SHALL BE LOCATED AT LEAST SIX FEET AWAY FROM THE CENTERLINE OF SWALES AND FROM PROPOSED STORMWATER INLETS.

PLANTING:

- 1. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY PRIOR TO PLANTING.
2. BALLED AND BURLAPPED OR ANY BASKETED MATERIAL SHALL HAVE THE TOP ONE THIRD (1/3) OF DEGRADABLE BURLAP AND TOP ONE THIRD (1/3) OF WIRE CAGE PULLED BACK AND REMOVED FROM THE BASE OF THE TRUNK. STRAPS MUST BE CUT AND REMOVED ENTIRELY PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE IF ANY CONFLICTS EXIST BETWEEN THE BUILT ENVIRONMENT AND PLANS (I.E. UTILITY CABINETS, UTILITY VALVES, STREET SIGNS, SIDEWALK LOCATIONS)

PLANTING AREA PREPARATION NOTES:

- 1. THE CONTRACTOR SHALL STAKE LOCATIONS AND LIMITS OF TREES, PLANTING, MULCH, AND SOD AREAS TO REFLECT PLANS TO GREATEST EXTENT POSSIBLE. FOR TREES LOCATED BETWEEN BACK OF CURB AND FRONT OF SIDEWALK, PLACE TREES EQUAL DISTANCE FROM CURB AND SIDEWALK. FOR TREES LOCATED OUTSIDE OF RIGHT-OF-WAY, PLACE TREES A MINIMUM OF 5' FROM BACK OF SIDEWALK, 2.5' FOR PALMS. COORDINATE WITH OWNER'S REPRESENTATIVE TO INSPECT STAKING LOCATIONS AND LIMITS ON SITE. PROVIDE MINIMUM 5 BUSINESS DAYS ADVANCE NOTIFICATION OF PROPOSED INSPECTION. CONTRACTOR SHALL MAKE MODIFICATIONS AS MAY BE REQUESTED.
2. WORK WITHIN 15' OF EXISTING TREES TO REMAIN SHALL BE PERFORMED USING HAND TOOLS. ANY DISTURBED ROOTS SHALL BE SEVERED USING CLEAN AND SHARP TOOLS.
3. HERBICIDE APPLICATION: BEGIN TURF SPRAYING PROCESS A MINIMUM 30 DAYS PRIOR TO PLANTING AS FOLLOWS: SPRAY TURF AREA TO BE KILLED WITH GLYPHOSATE PER MANUFACTURER'S RECOMMENDATIONS, 7 DAYS AFTER SPRAYING, CLOSE MOW TO 1" HEIGHT, 14 DAYS AFTER CLOSE MOWING, RE-SPRAY WITH GLYPHOSATE PER MANUFACTURER'S RECOMMENDATIONS. PROTECT EXISTING PLANTS TO REMAIN FROM OVER-SPRAY OR SPRAY WITHIN ROOT ZONE. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION, 7 DAYS AFTER RE-SPRAYING, PROCEED WITH TURF REMOVAL AND LANDSCAPE INSTALLATION AS DESCRIBED BELOW.

- 4. FOR PROPOSED INDIVIDUAL TREE PLANTING PITS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 4". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING AND BACKFILL PROCESS. INSTALL TREES AS DETAILED. ESTABLISH FINISHED PRE-MULCHING GRADE WITHIN 4" BELOW TOP OF SURROUNDING TURF OR HARDSCAPE.

TO ASSURE DRAINAGE/PERCOLATION OF INDIVIDUAL TREE PLANTING PITS PRIOR TO INSTALLATION, CONTRACTOR SHALL FILL SAMPLE TREE PITS (1 IN 5) WITH WATER AND OBSERVE PERCOLATION. HOLES SHALL PERCOLATE IN 30 MINUTES OR LESS. BRING DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.

INSTALL BACKFILL MIXTURE IN LIFTS AND TAMP LIGHTLY AROUND EACH AND EVERY PLANT. THOROUGHLY FLUSH WITH WATER AT EACH LIFT AND MAKE ADJUSTMENTS TO PROVIDE PROPERLY SET PLANT MATERIAL WITH THE TOP OF ROOTBALL 1"-2" ABOVE FINISHED GRADE.

- 5. FOR PROPOSED PLANTING AREAS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 6". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING PROCESS. BEFORE INSTALLING TOPSOIL, RAKE SUBSOIL SURFACE CLEAR OF STONES (1 INCH DIAMETER AND LARGER), DEBRIS, RUBBISH, DELETERIOUS MATERIALS, CONTAMINATED SOILS SHALL BE REMOVED AND REPLACED TO THEIR FULL DEPTHS AND EXTENTS. INSTALL TOPSOIL AT 6" DEPTH, TILL TOPSOIL AND EXISTING SUBSOIL TO A DEPTH OF 12". INSTALL PLANTINGS AS DETAILED. ESTABLISH OR RE-ESTABLISH PRE-MULCHING ROUGH GRADES INSURING POSITIVE FLOWS AND AESTHETIC LANDFORM SHAPES SHOWN IN THE GRADING PLANS.

- 6. FOR PROPOSED MULCH ON GRADE AREAS
LEAVE KILLED TURF IN PLACE. REMOVE KILLED TURF ONLY AT EDGES OF BED, APPROXIMATELY 12" WIDTH, AS REQUIRED TO ESTABLISH A TAPERED DIFFERENCE IN GRADE SO THAT INSTALLED MULCH (3" DEPTH) SHALL BE FLUSH TO 1" BELOW ADJACENT TURF OR HARDSCAPE.

- 7. FOR PROPOSED SOD AREAS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 4". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING AND BACKFILL PROCESS. INSTALL TOPSOIL AT 2" DEPTH. TOPSOIL SHALL ESTABLISH FINISHED GRADE AT 2" BELOW EXISTING TURF OR HARDSCAPE. INSTALL SOD AS DETAILED. BUTT SOD PIECES TOGETHER CLOSELY AND ENSURE EDGES ARE TRIMMED EVENLY. ENSURE EXISTING GRADES ARE RE-ESTABLISHED FOR A FLUSH TRANSITION.

- 8. AN EVEN, WELL DEFINED LINE SHALL SEPARATE PLANTING AND MULCH ON GRADE AREAS FROM ALL SOD OR SEEDED AREAS.

- 9. BACKFILL MIXTURE FOR TREES AND SHRUBS SHALL CONSIST OF 25% COARSE SAND, 25% "BLENDED SOIL" OR EQUAL, AND 50% EXISTING SOIL. DISCARD REMAINING SOIL IN A LAWFUL MANNER. ALL PLANTING BACKFILL MIXTURES ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE. MIX THOROUGHLY PRIOR TO INSTALLATION ACCORDING TO THE FOLLOWING SCHEDULE:

Table with 3 columns: Quantity, Description, and Material. Rows include 1 GALLON: 0.003 CY (0.08 CF) COARSE SAND AND 0.003 CY (0.08 CF) "BLENDED SOIL", 3 GALLON: 0.006 CY (0.16 CF) COARSE SAND AND 0.006 CY (0.16 CF) "BLENDED SOIL", 7 GALLON: 0.015 CY (0.4 CF) COARSE SAND AND 0.015 CY (0.4 CF) "BLENDED SOIL", 15 GALLON: 0.03 CY (0.8 CF) COARSE SAND AND 0.03 CY (0.8 CF) "BLENDED SOIL", 30 GALLON: 0.06 CY (1.6 CF) COARSE SAND AND 0.06 CY (1.6 CF) "BLENDED SOIL", 45 GALLON: 0.11 CY (2.9 CF) COARSE SAND AND 0.11 CY (2.9 CF) "BLENDED SOIL", 65 GALLON: 0.17 CY (4.6 CF) COARSE SAND AND 0.17 CY (4.6 CF) "BLENDED SOIL", 100 GALLON: 0.26 CY (7.1 CF) COARSE SAND AND 0.26 CY (7.1 CF) "BLENDED SOIL", 200 GALLON: 0.88 CY (23.8 CF) COARSE SAND AND 0.88 CY (23.8 CF) "BLENDED SOIL", 300 GALLON: 1.37 CY (37 CF) COARSE SAND AND 1.37 CY (37 CF) "BLENDED SOIL".

"BLENDED SOIL" SHALL CONSIST OF: 1/3 MUSHROOM COMPOST OR PEAT, 1/3 COMMERCIALY PROCESSED AND COMPOSTED COW MANURE AND 1/3 COMPOSTED BARK. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR BLENDED SOIL COMPONENTS TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

- 10. TOPSOIL IMPORTED TO THE SITE SHALL BE SIEVED TOPSOIL, FREE OF ROCKS AND DEBRIS. CONTRACTOR SHALL SUBMIT SOIL ANALYSIS RESULTS FROM AN APPROVED AGRONOMIC SOILS TESTING LABORATORY FOR A MINIMUM OF PH, ORGANIC CONTENT, SOLUBLE SALTS, AND TEXTURE WITH A STATEMENT OF SUITABILITY FOR BAHIA (PASPALLUM NOTATUM 'ARGENTINE'), ST. AUGUSTINE (STENOGRAPHUM SECUNDATUM 'FLORATAM'), ZOYSIA (ZOYSIA JAPONICA 'EMPIRE') SOD AND SHRUBS/GRASSES. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH. SHALL BE FREE OF NEMATODES, SHALL BE OF UNIFORM QUALITY AND SHALL HAVE A PH VALUE BETWEEN 6.5 AND 7.5 (AS DETERMINED IN ACCORDANCE WITH ASTM E70). PEAT SHALL BE STERILIZED TO MAKE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE SUITABILITY FOR GROWTH OF ALL PROPOSED PLANT MATERIAL. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR TOPSOIL TO OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

LANDSCAPE CONTRACTOR SHALL BEAR FINAL RESPONSIBILITY FOR PROPER SURFACE DRAINAGE OF PLANTED AREAS. FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ENSURING A MINIMUM 3% POSITIVE DRAINAGE AWAY FROM STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER. ANY DISCREPANCY IN THE DRAWINGS, OBSTRUCTION ON THE SITE, OR PRIOR WORK DONE BY ANOTHER PARTY WHICH THE LANDSCAPE CONTRACTOR FEELS PRECLUDES ESTABLISHING PROPER DRAINAGE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE.

- 11. INSTALL FERTILIZER PER MANUFACTURER RECOMMENDATIONS. CONTRACTOR SHALL CONFIRM FERTILIZER REQUIREMENTS PER LOCAL MUNICIPALITY. AS A MINIMUM FOR BIDDING PURPOSES THE CONTRACTOR SHALL ASSUME THE FOLLOWING CONCERNING FERTILIZER:

FOR INITIAL INSTALLATION OF TREES AND SHRUBS, FERTILIZER IS ASSUMED TO BE CONTROLLED RELEASE FERTILIZER WITH A 15-9-12 ANALYSIS AND CONTAINING TRACE ELEMENTS MG, S, B, CU, FE, MN, MO, AND ZN. FERTILIZER GRANULES SHALL BE COMPOSED OF DRY NUTRIENTS ENCAPSULATED IN MULTIPLE LAYERS OF POLYMERIC RESIN.

FOR INSTALLATION OF BAHIA, ST. AUGUSTINE AND ZOYSIA SOD, FERTILIZER IS ASSUMED TO BE CONTROLLED RELEASE FERTILIZER WITH A 16-4-8. SOURCE FOR N SHALL BE RESIN-COATED UREA OR RESIN COATED AMMONIUM SALTS. MN, ZN, AND CU SHALL BE SULFATE FORMS. FE SHALL BE GRANULAR CHELATED IRON.

APPLICATION RATES ARE PROVIDED AS A RECOMMENDATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE APPROPRIATE FERTILIZER/AMENDMENTS TO ENSURE PROPER ESTABLISHMENT AND VIGOR OF PLANT MATERIAL:

Table with 3 columns: Application Rate, Container Size, and Material. Rows include 1.0 OZ PER EA 1 GALLON CONTAINER, 3.0 OZ PER EA 3 GALLON CONTAINER, 6.0 OZ PER EA 7 GALLON CONTAINER, 9.0 OZ PER EA 15 GALLON CONTAINER, 16.0 OZ PER EA 30 GALLON CONTAINER, 4.0 OZ PER EA 45 GALLON CONTAINER, 32.0 OZ PER EA 65 GALLON CONTAINER, 48.0 OZ PER EA 100 GALLON CONTAINER, 64.0 OZ PER EA 200 GALLON CONTAINER, 96.0 OZ PER EA 300 GALLON CONTAINER. FOR GRASSING AND SOD AREAS: APPLY 6 LBS/1000SF.

- 12. BUILD EARTHEN SAUCER TO CONTAIN WATER AROUND EACH INDIVIDUAL TREE PLANTING PIT AND AT THE PERIMETER OF ALL PLANTING AREAS. REMOVE EXCESS EXCAVATED SOIL FROM THE SITE AND DISPOSE OF IN A LAWFUL MANNER.

- 13. SPREAD MULCH AROUND INDIVIDUAL TREE RINGS, PLANTING AND MULCH AREAS.
MULCHING FOR INDIVIDUAL TREE RINGS, PLANTING, AND MULCH AREAS SHALL BE PINE STRAW MULCH, FULL LENGTH, DRY, BRIGHT IN COLOR, FRESHLY BALED, AND 3" DEPTH AFTER SETTLING. COMPOSED ONLY OF NEEDLES OF SLASH, LOBLOLLY, OR LONGLEAF PINE. PINE STRAW SHALL NOT BE USED IF IT IS ROTTED OR MOLDY, OR CONTAINS SEED, TUBERS, OR RHIZOMES OF ANY NOXIOUS SPECIES. THE ENTIRE LOT OF PINE BARK NUGGETS BE REJECTED IF THERE IS ANY EVIDENCE THAT THE PINE STRAW LOT WAS HARVESTED FROM A SITE INFESTED WITH LYGODIUM JAPONICUM OR LYGODIUM MICROPHYLLUM (CLIMBING FERN). MULCH SHALL BE UNIFORMLY SPREAD OVER THE FULL DIAMETER OF EACH INDIVIDUAL TREE RING, PLANTING, AND MULCH AREA. MULCH AREAS INCLUDE INITIAL INSTALLATION (3" DEPTH) PLUS RE-MULCHING (1.5" DEPTH MINIMUM) A MINIMUM ONCE PER YEAR DURING THE (1) YEAR WARRANTY PERIOD. MULCH SHALL NOT BE PLACED AGAINST TRUNKS OR STEMS OF PLANTS. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR MULCH TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

- 14. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL INDIVIDUAL TREE RINGS, PLANTING, AND MULCH AREAS. THE HERBICIDE ACTIVE INGREDIENTS SHALL BE SUITABLE FOR CONTROL OF ANNUAL AND PERENNIAL BROADLEAF WEEDS AND GRASSES. THE HERBICIDE SHALL BE APPLIED BY HAND, MANUFACTURER RECOMMENDATIONS FOR APPLICATION METHOD, TIMING AND APPLICATION RATE SHALL BE STRICTLY ADHERED TO.

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



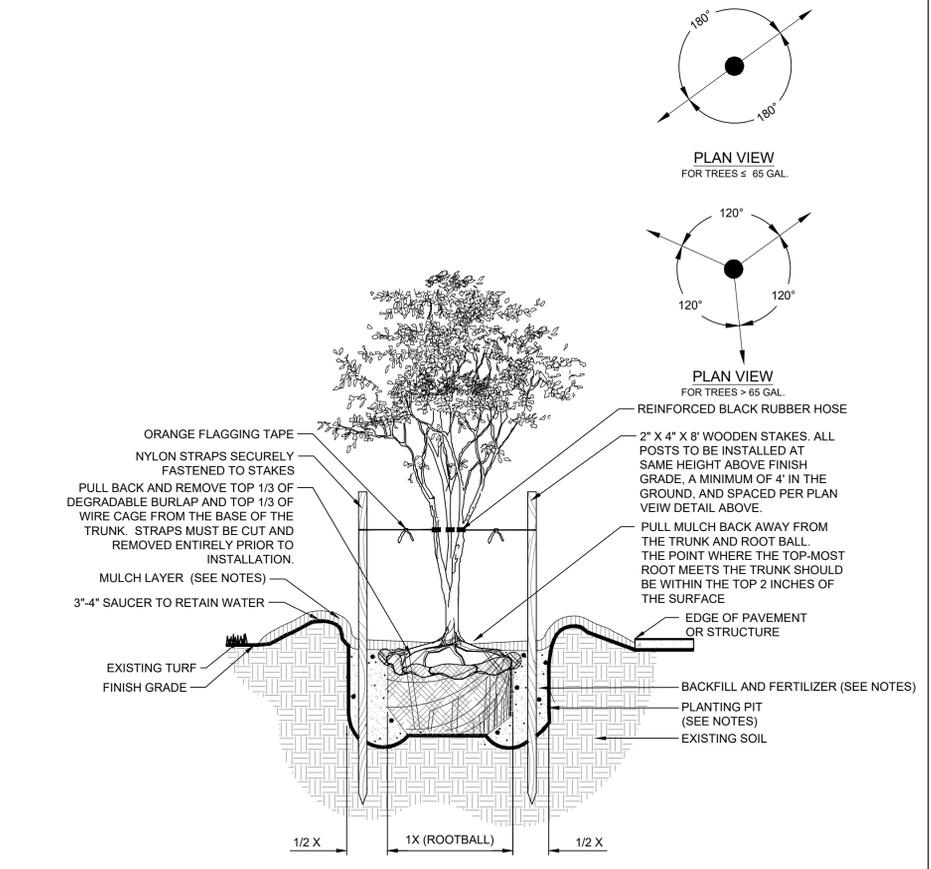
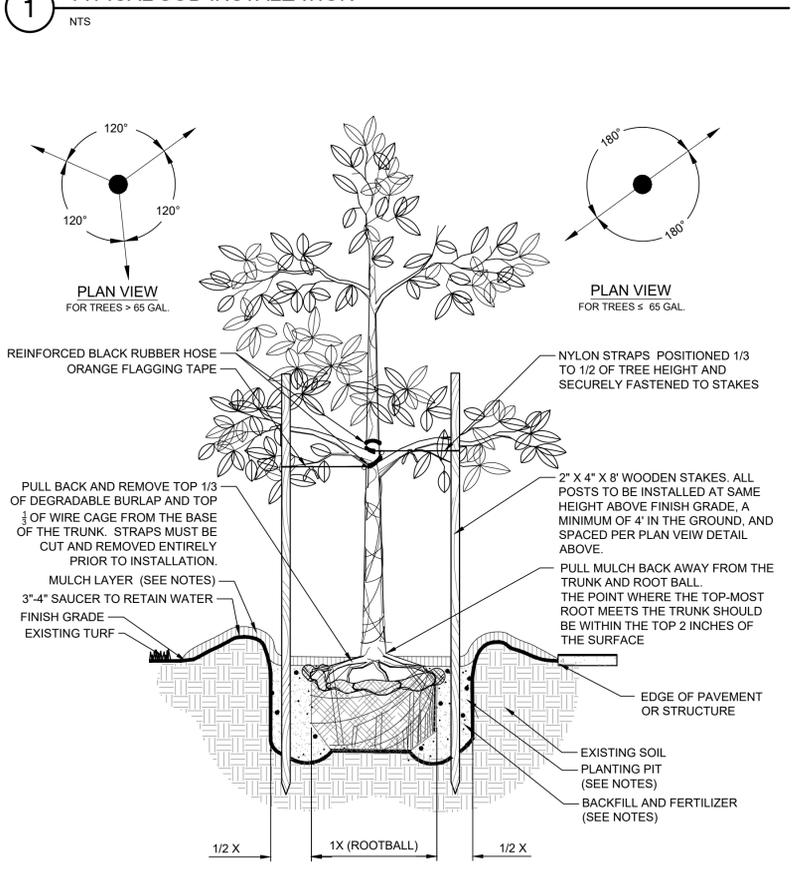
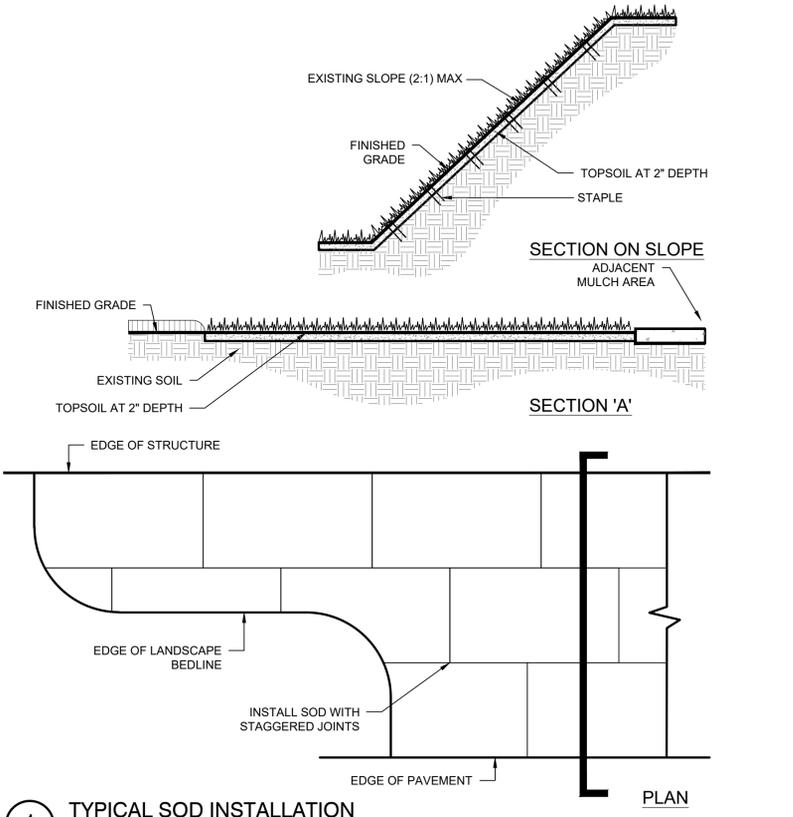
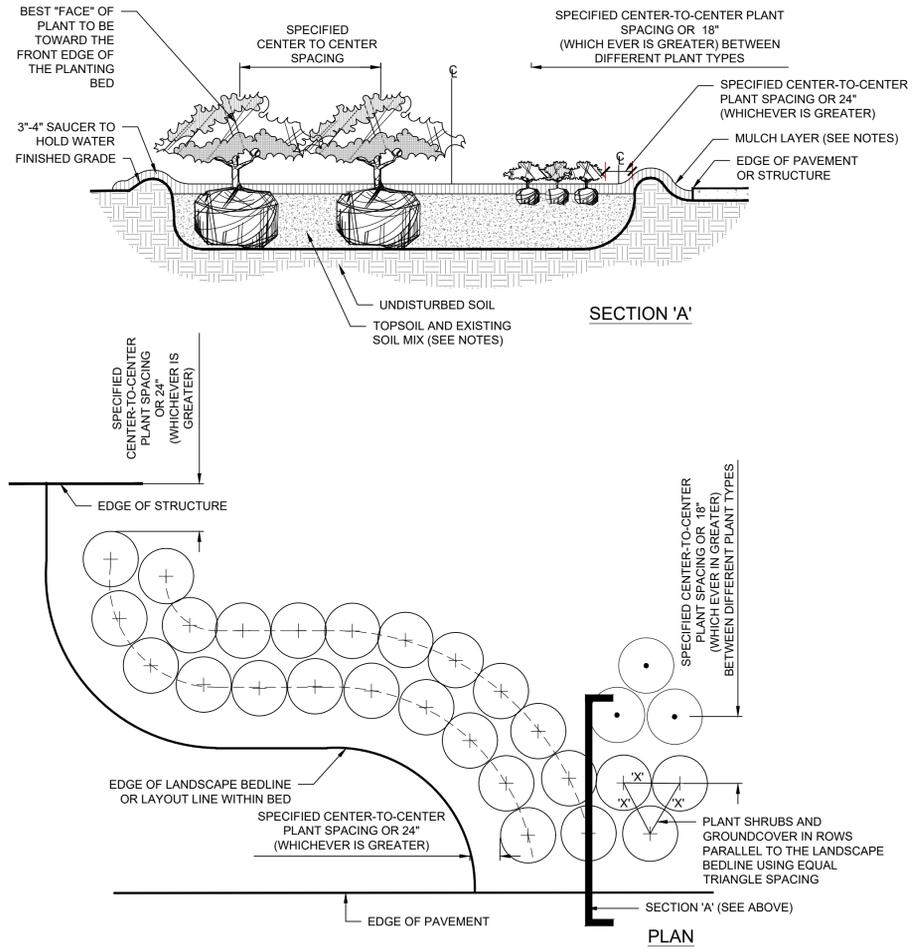
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PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: NTS
SHEET TITLE: PLANTING NOTES



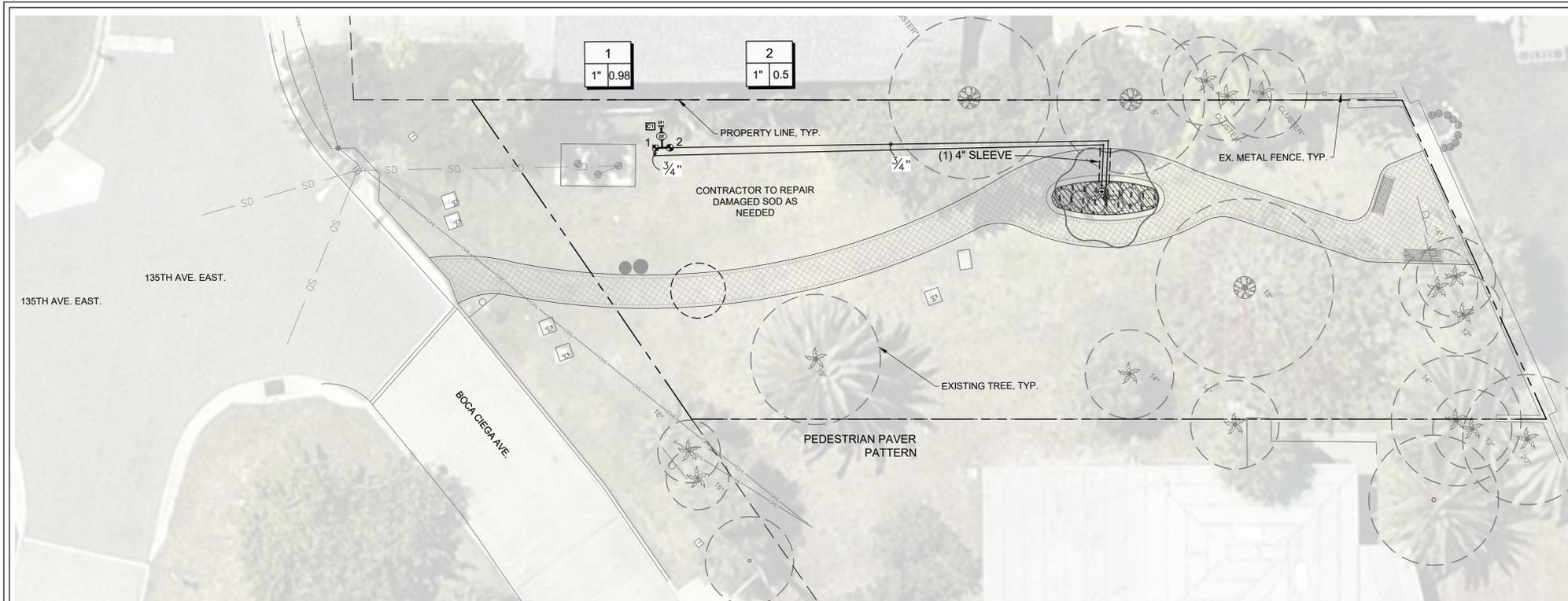
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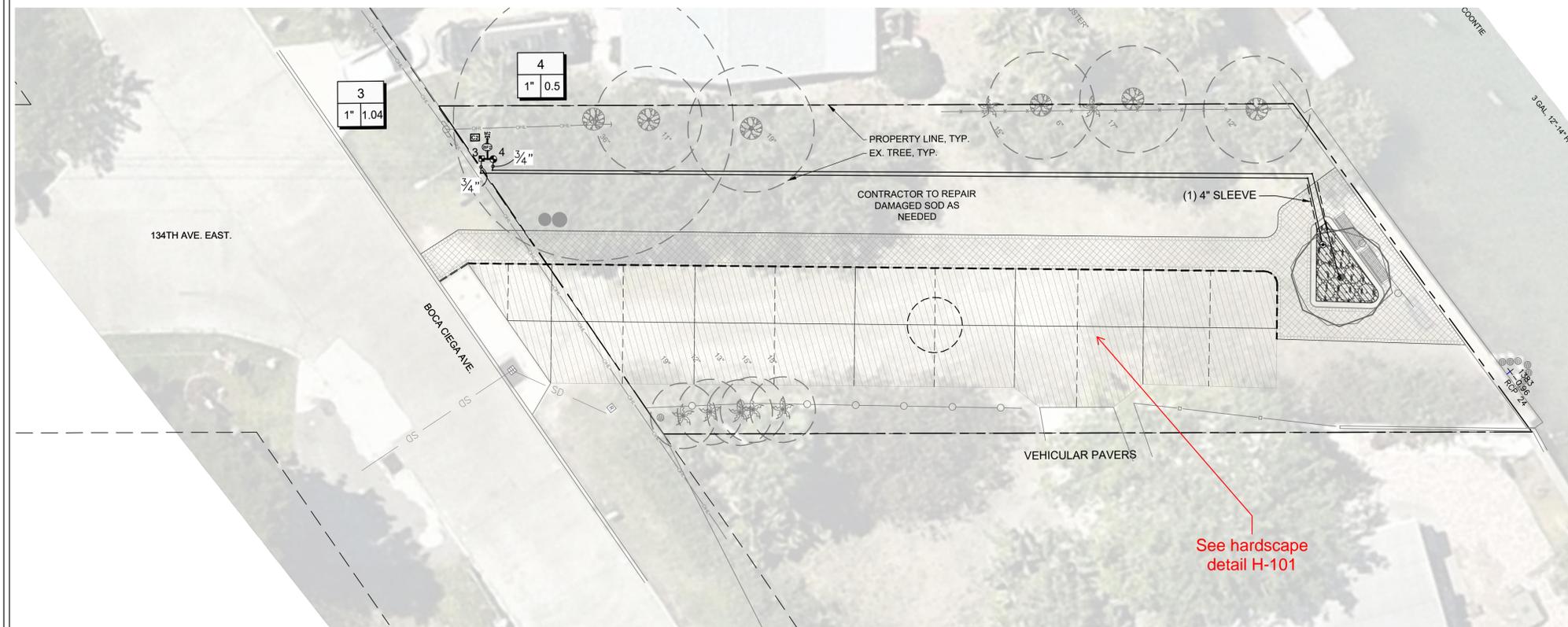
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PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
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SCALE: NTS
SHEET TITLE: **PLANTING DETAILS**
L-501



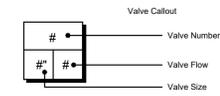
1 135TH AVE. EAST



2 134TH AVE. EAST

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
△ 25	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
△ 10	HUNTER ICZ-101-25 1" DRIP CONTROL ZONE KIT, 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM, PRESSURE REGULATION: 25PSI, FLOW RANGE: 2 GPM TO 20 GPM, 150 MESH STAINLESS STEEL SCREEN.
○	PIPE TRANSITION POINT IN DRIP BOX, PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.
[Hatched Area]	AREA TO RECEIVE DRIPLINE HUNTER HDL-09-12-CV HDL-09-12-CV HUNTER DRIPLINE W/ 0.9 GPH EMITTERS AT 12" O.C. CHECK VALVE, DARK BROWN TUBING W/ BLACK STRIPING, DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, INSTALL WITH HUNTER PLD BARBED OR PLD-LOC FITTINGS.
⊕	HUNTER ICV-G 1" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.
BF	FEBCO 825V 2" REDUCED PRESSURE BACKFLOW PREVENTER
C#	HUNTER P2C-400 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 4-STATION BASE MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL.
M#	WATER METER 1-1/2"
---	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4"
---	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21
---	PIPE SLEEVE: PVC SCHEDULE 40



POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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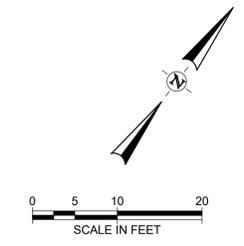
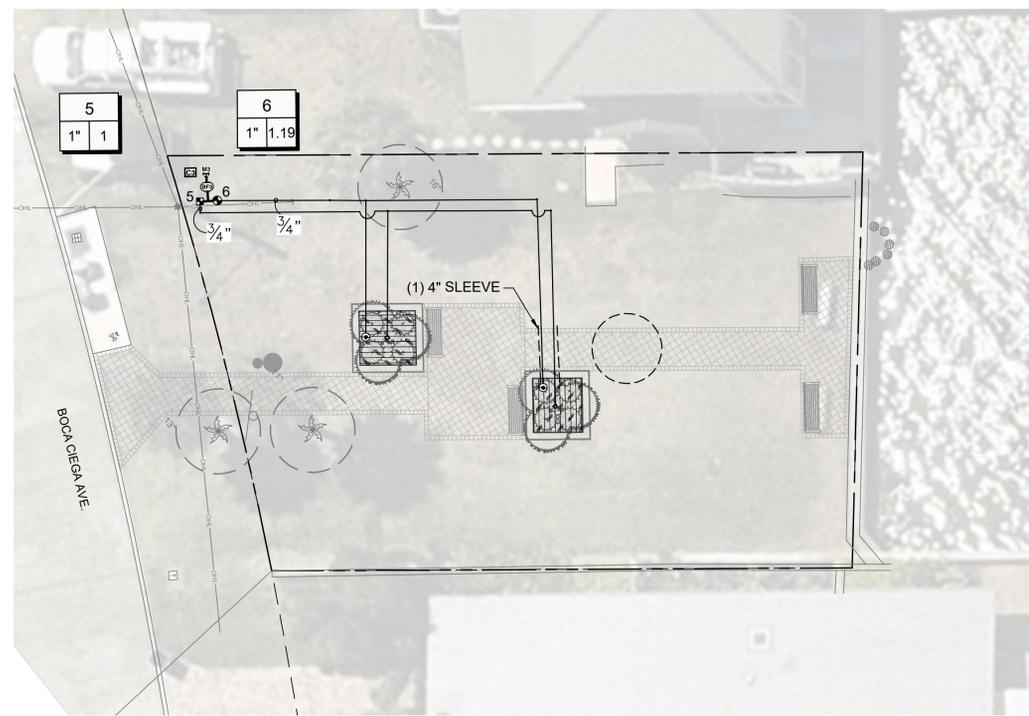
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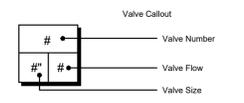
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2600036 FL
FIRM / BUSINESS NO. STATE

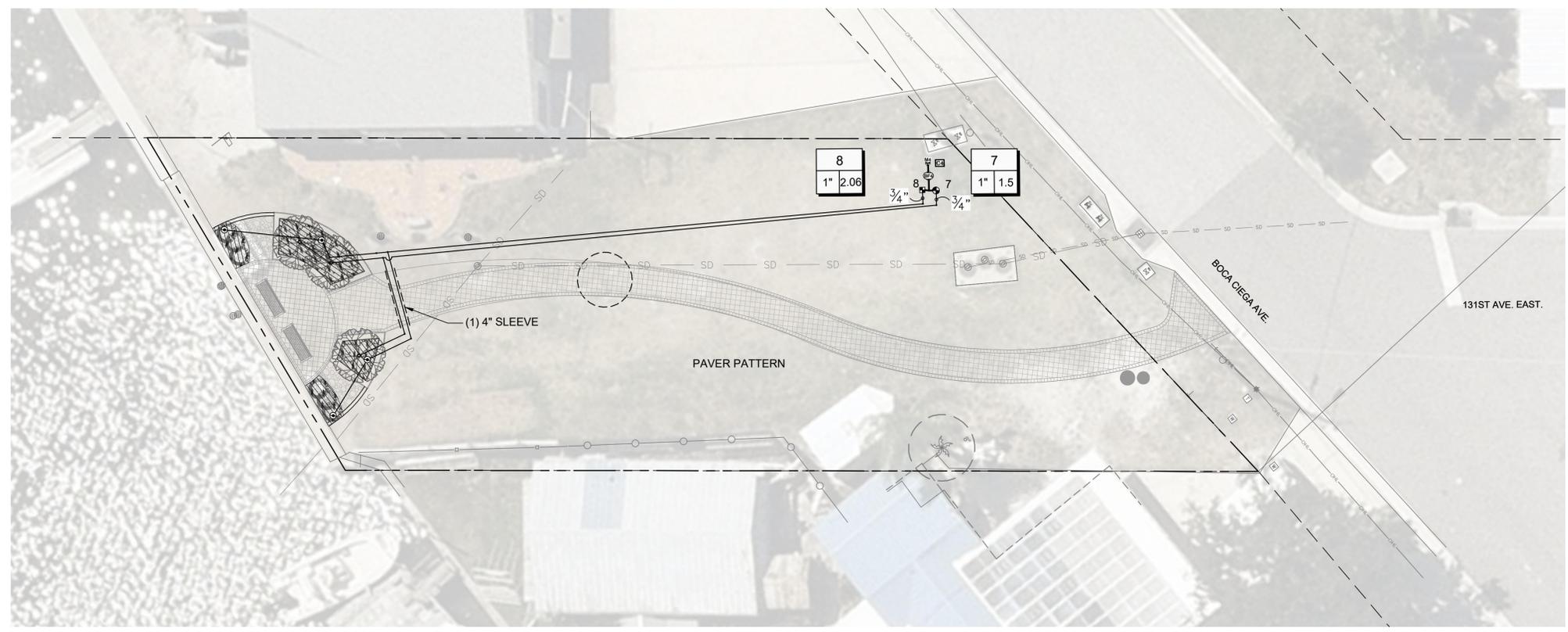
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SCALE: 1" = 10'
SHEET TITLE
IRRIGATION PLAN
IR-101



IRRIGATION SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
	HUNTER ICZ-101-25 1\"/>
	HUNTER HDL-09-12-CV HUNTER DRIPLINE W/ 0.9 GPH EMITTERS AT 12\"/>
	HUNTER P2C-400 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 4-STATION BASE MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL
	WATER METER 1-1/2\"/>
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4\"/>
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21
	PIPE SLEEVE: PVC SCHEDULE 40



3 132ND AVE. EAST



4 131ST AVE. EAST

POCKET PARKS

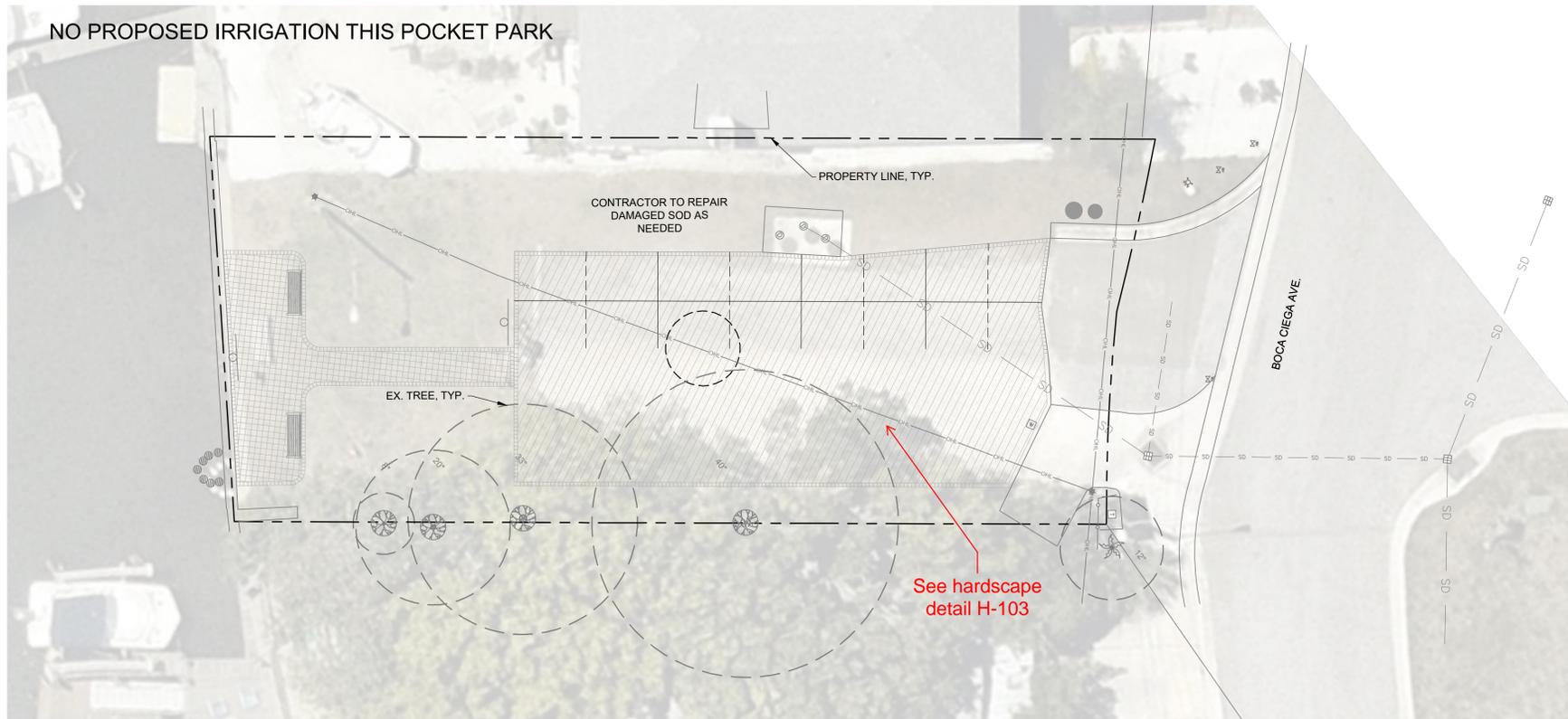
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IRRIGATION PLAN
IR-102



5 132ND AVE. EAST

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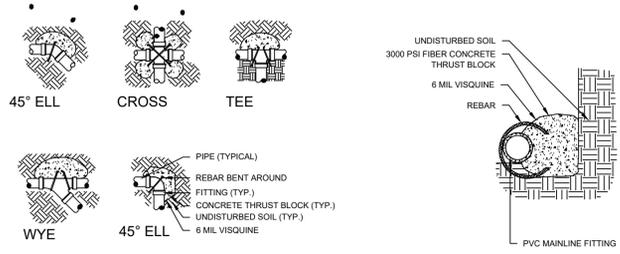
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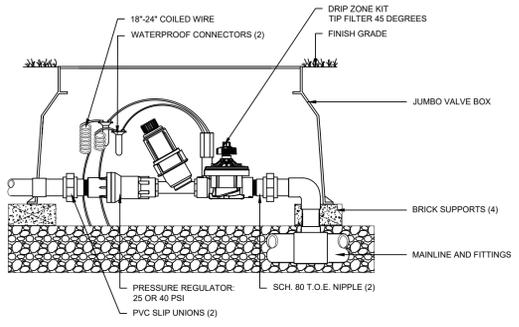
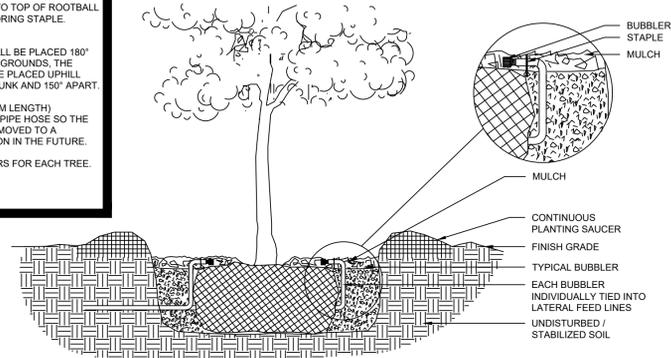
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IRRIGATION PLAN
IR-103

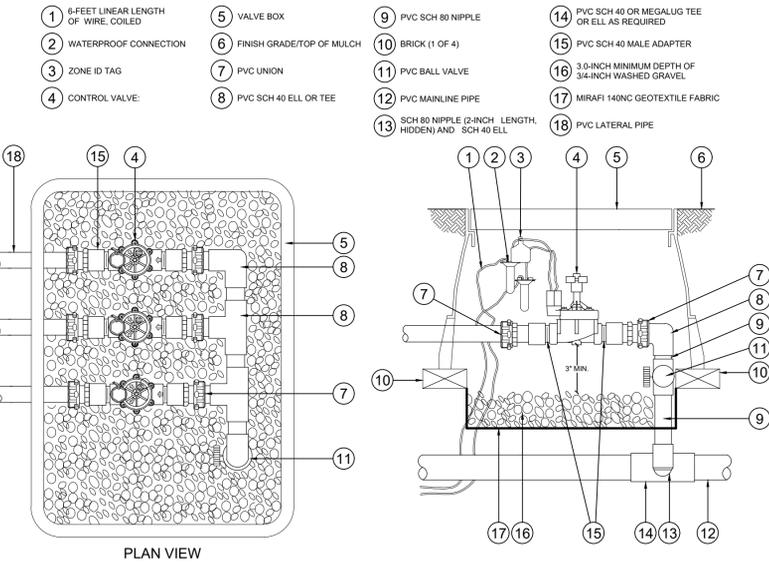


- NOTES:**
- SUPPLY LINES 2.0 INCHES IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS AS SPECIFIED HEREIN & AS APPLICABLE.
 - ALL CONCRETE TO BE 2000 PSI OR STRONGER.
 - ALL REBAR SHALL BE RUST-FREE.
 - FITTINGS TO BE WRAPPED IN VISQUEEN BEFORE POURING THE THRUST BLOCK.
 - CONCRETE IS NOT TO INCREASE THE IRRIGATION MAINLINE.

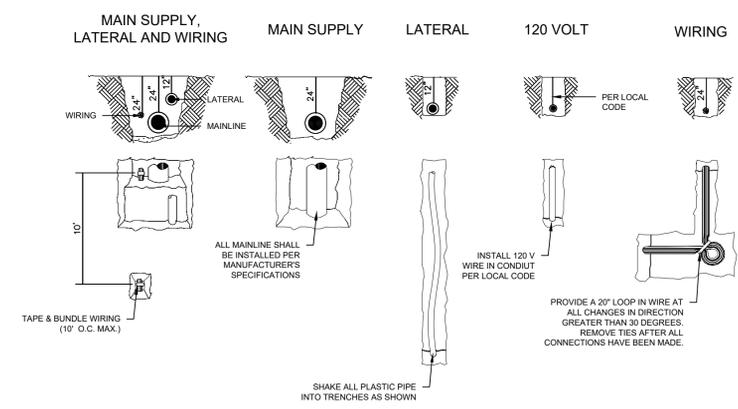
- NOTES:**
- BUBBLERS ARE TO BE PLACED AT THE MIDPOINT BETWEEN THE EDGE OF THE ROOTBALL AND THE MAIN TRUNK. SECURE BUBBLER TO TOP OF ROOTBALL WITH A SOIL ANCHORING STAPLE.
 - THE BUBBLERS SHALL BE PLACED 180° APART. IN SLOPING GROUNDS, THE BUBBLERS SHALL BE PLACED UPHILL FROM THE TREE TRUNK AND 150" APART.
 - PROVIDE (5' MINIMUM LENGTH) SUFFICIENT FUNNY PIPE HOSE SO THE BUBBLERS CAN BE MOVED TO A DIFFERENT LOCATION IN THE FUTURE.
 - PROVIDE 2 BUBBLERS FOR EACH TREE.



1 TYPICAL THRUST BLOCKING DETAILS
NTS

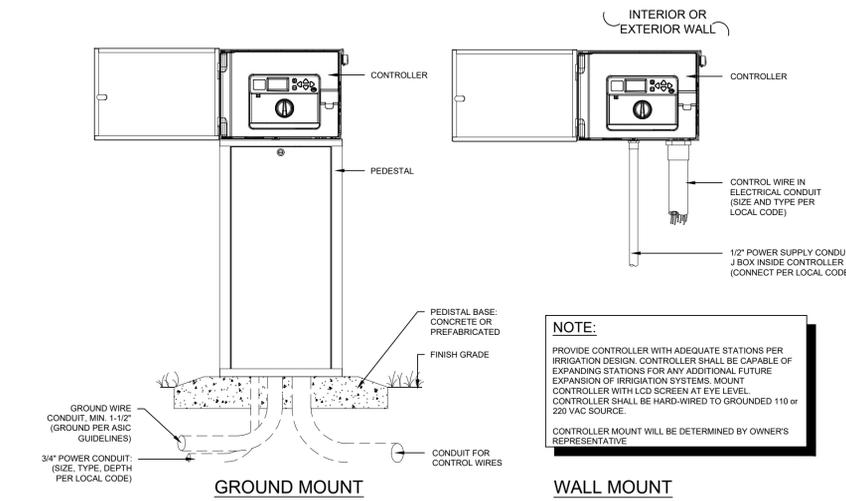


4 TYPICAL VALVE MANIFOLD (BUBBLERS)
NTS

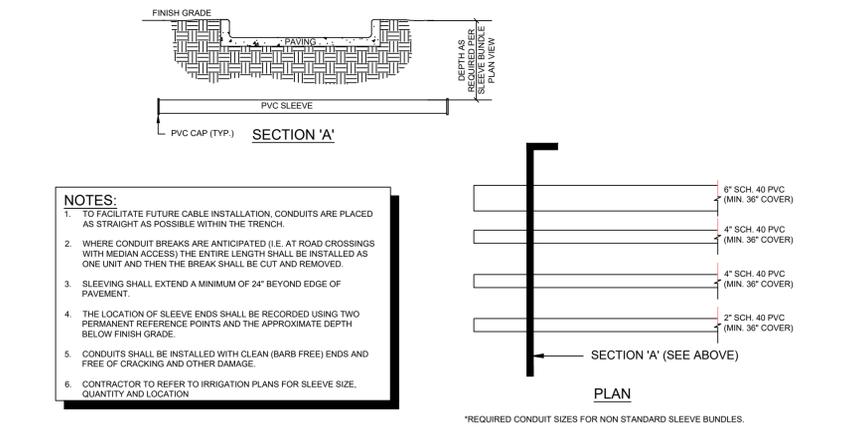


7 TYPICAL TRENCH DETAIL
NTS

2 TYPICAL BUBBLER DETAIL
NTS

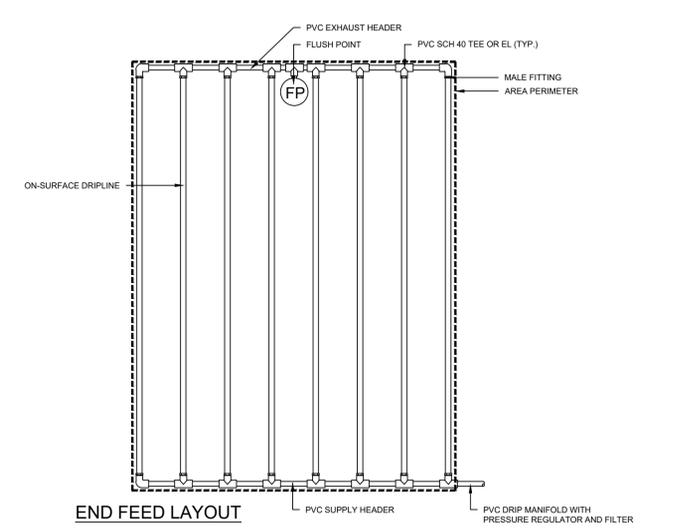


5 TYPICAL CONTROLLER
NTS



8 SLEEVE BUNDLE
NTS

3 TYPICAL VALVE (DRIP)
NTS



6 TYPICAL DRIPLINE LAYOUT
NTS

PIPE SIZE TABLE

IRRIGATION ZONE DEMAND GALLONS PER MINUTE (GPM)	MINIMUM PIPE SIZE
5-10	3/4"
11-15	1"
16-25	1-1/4"
26-32	1-1/2"
33-52	2"
53-75	2-1/2"
76-110	3"

REFER TO EACH IRRIGATION ZONE ON PLAN DRAWINGS FOR ZONE GPM
ALL PIPE SHALL BE SIZED SO AS NOT TO EXCEED 5 FPS

8 PIPE SIZE TABLE
NTS

POCKET PARKS
CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

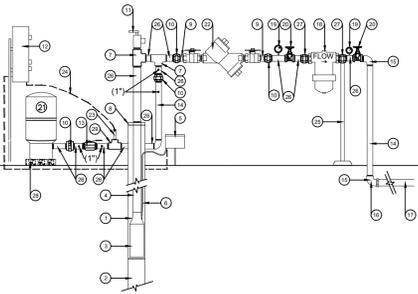
MARTIN STEFFEN, FLA 6667386
NAME LICENSE NO.
DATE 7/3/2024
26000366 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.:	38545.001
ISSUED:	OCTOBER 2023
DRAWN BY:	IG
CHECKED BY:	LMD
SCALE:	1" = 10'
SHEET TITLE	

IRRIGATION DETAILS
IR-501

NOTE:

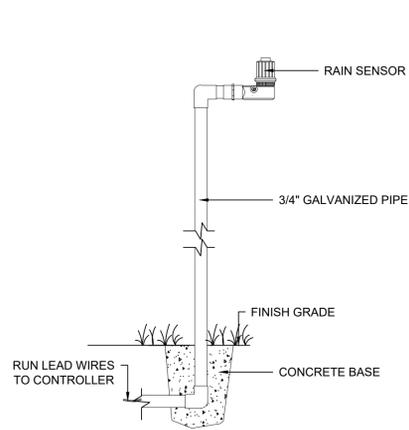
ALL SIZES AND CAPACITIES SHOWN FOR INFORMATIONAL PURPOSES ONLY.
 * ALL PIPING SHALL BE SIZED TO MATCH IRRIGATION MAINLINE UNLESS OTHERWISE NOTED. ABOVE GROUND PIPE SHALL BE GALVANIZED, BELOW GROUND PIPE SHALL BE CLASS 200 PVC.



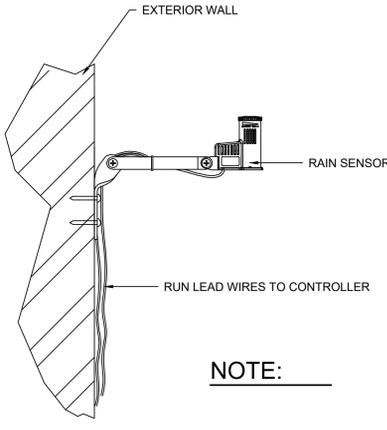
1 TYPICAL IRRIGATION WELL AND VFD PUMP STATION
 NTS

LEGEND

- ① 4" OR 5" WELL CASING
- ② OPEN HOLE (DEPTH TBD)
- ③ SUBMERSIBLE PUMP WITH THREE PHASE MOTOR (CONTRACT SHALL DETERMINE APPROPRIATE PUMP CAPABILITIES)
- ④ DROP PIPE (GALV. SCH 40)
- ⑤ JUNCTION BOX
- ⑥ SUBMERSIBLE CABLE
- ⑦ GALVANIZED TEE
- ⑧ WELL SEAL
- ⑨ 2" DIELECTRIC NIPPLE
- ⑩ GALVANIZED UNION
- ⑪ CLA-VAL #55F PRESSURE RELIEF VALVE (3/4")
- ⑫ CONTROL PANEL
- ⑬ (1") BRASS BALL VALVE
- ⑭ GALVANIZED PIPE
- ⑮ GALVANIZED ELBOW
- ⑯ PVC ADAPTER
- ⑰ IRRIGATION MAINLINE (SIZE AS PER PLANS)
- ⑱ 2" AMIAD SUPER T 100 MESH FILTER
- ⑲ 200 PSI PRESSURE GAUGE (LIQUID FILLED)
- ⑳ GATE VALVE
- ㉑ 20-GALLON PRESSURE TANK (ABOVE GROUND)
- ㉒ BACKFLOW DEVICE PER LOCAL CODE
- ㉓ PRESSURE TRANSDUCER (INCLUDED IN SPD PACKAGE)
- ㉔ TRANSDUCER CABLE (INCLUDED WITH TRANSDUCER)
- ㉕ PIPE SUPPORTS, (2) REQUIRED FOR LARGE PIPE AND (1) FOR 2" PIPE
- ㉖ GALVANIZED NIPPLE
- ㉗ SCHEDULE 80 PVC UNION
- ㉘ THREE PHASE POWER FROM VFD TO MOTOR
- ㉙ 1" X 1/2" GALVANIZED TEE



2 TYPICAL RAIN SENSOR
 NTS



NOTE:

GENERAL IRRIGATION NOTES:

- SCOPE OF WORK: THE WORK CONSISTS OF THE PREPARATION OF DESIGN DOCUMENTS AND INSTALLING A COMPLETE UNDERGROUND IRRIGATION SYSTEM, INCLUDING THE FURNISHING OF ALL LABOR, EQUIPMENT, PERMITS, MATERIALS, AND THE PERFORMANCE OF ALL OPERATIONS IN CONNECTION WITH THE CONSTRUCTION OF THE IRRIGATION SYSTEM. IT SHALL INCLUDE FURNISHING AND INSTALLING ALL PLASTIC AND GALVANIZED STEEL PIPE AND FITTINGS, AUTOMATIC CONTROL VALVES, RAIN / MOISTURE SENSING DEVICES, PRESSURE RELIEF VALVES, CHECK VALVES, VALVE BOXES, ELECTRIC CONTROLLERS, FLOAT SWITCHES, ELECTRIC WIRES, PUMPS, PRESSURE RELIEF VALVES, PUMP INTAKE AND SUCTION SYSTEM, NECESSARY MOTOR STARTERS, RELAYS, ETC. AS CALLED FOR IN THESE SPECIFICATIONS, OR AS MAY BE REQUIRED FOR PROPER OPERATION OF THE SYSTEM.
- POINT OF CONNECTION SHALL BE A PUMP AND WELL. SPECIFIC LOCATION TO BE IDENTIFIED BY OWNER'S REPRESENTATIVE.
- LIMITS OF IRRIGATION: PROVIDE 100% COVERAGE OF ALL PREPARED PLANTING BEDS AS SHOWN ON THE DRAWINGS WITH TREES, SHRUBS, AND GROUND COVERS. TREES ISOLATED IN LAWN AREAS SHALL BE PROVIDED WITH A BUBBLER AND ZONED INDEPENDENTLY. SOD AND/OR SEEDED AREAS AS IDENTIFIED IN PLANTING PLANS ARE INTENDED TO BE PROVIDED WITH 100% IRRIGATION COVERAGE.
- IRRIGATION TO MEET CITY OF NEW PORT RICHEY IRRIGATION STANDARDS AS WELL AS ANY OTHER APPLICABLE MUNICIPAL AND STATE LAWS AND RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK. THESE LAWS, RULES, AND REGULATIONS ARE HEREBY INCORPORATED INTO, AND MADE A PART OF THESE SPECIFICATIONS, AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE IRRIGATION SUBCONTRACTOR. ANYTHING CONTAINED IN THESE SPECIFICATIONS SHALL NOT BE CONSTRUED TO CONFLICT WITH ANY OF THE ABOVE MENTIONED RULES, REGULATIONS OR REQUIREMENTS, AND SHOULD A CONFLICT OCCUR, THE RULES OR REQUIREMENTS OF THE GOVERNING CODE SHALL BE ADHERED TO. HOWEVER, WHEN THESE SPECIFICATIONS CALL FOR OR DESCRIBE MATERIALS, WORKMANSHIP, OR CONSTRUCTION OF A BETTER QUALITY, HIGHER STANDARD OR LARGER SIZE, THESE SPECIFICATIONS AND/OR APPROVED DRAWINGS SHALL TAKE PRECEDENCE OVER THE REQUIREMENTS OF SAID RULES, REGULATIONS OR CODES.
- ANY PERMITS FOR THE INSTALLATION OR CONSTRUCTION OF ANY OF THE WORK INCLUDED UNDER THIS CONTRACT, WHICH ARE REQUIRED BY ANY OF THE LEGALLY CONSTITUTED AUTHORITIES HAVING JURISDICTION, SHALL BE OBTAINED AND PAID FOR BY THE IRRIGATION SUBCONTRACTOR. PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON SITE, COPIES OF PERMIT SHALL BE SENT TO OWNER'S REPRESENTATIVE.
- DESIGN PLANS: THE LANDSCAPE IRRIGATION SUBCONTRACTOR SHALL SUBMIT DESIGN DRAWINGS FOR REVIEW AND APPROVAL 35 DAYS PRIOR TO INSTALLATION TO THE RLA. DRAWINGS SHALL BE LEGIBLE AND PREPARED AT A SCALE SUITABLE FOR CONSTRUCTION. PLANS SHALL INCLUDE LEGEND, WATER SOURCE, POINT(S) OF CONNECTION, DESIGN OPERATING PRESSURE, AND FLOW RATE PER ZONE, AVERAGE APPLICATION RATE PER ZONE IN GALLONS PER MINUTE, WATERING SCHEDULE, LOCATIONS OF PIPE AND SLEEVES WITH SIZES INDICATED, CONTROLLERS, VALVES, SPRINKLERS, BACKFLOW PREVENTION DEVICE, ELECTRICAL SUPPLY, ROADWAYS, SIDEWALKS, STRUCTURES AND OTHER RELEVANT SITE CONDITIONS.
- PRIOR TO PURCHASING, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PROPOSED MATERIALS INCLUDING BUT NOT LIMITED TO PUMP, WELL, BACKFLOW PREVENTER, CONTROLLER, PIPE, FITTINGS, SLEEVES, VALVES, ETC.
- HEAD PLACEMENT SHOULD ALWAYS BE DONE WHILE TAKING INTO CONSIDERATION:
 - WHAT IS THE BEST FOR THE GROUND AND MAINTENANCE OF THE PLANT MATERIAL.
 - MAINTAINING A CONSTANT AND EVEN DISTRIBUTION AND PRECIPITATION RATE.
 - THE SPACING BETWEEN HEADS SHALL NOT BE THE DIAMETER FOR HEADS SPACED ON A SQUARE PATTERN OR 60% OF THE DIAMETER FOR HEADS SPACED ON A TRIANGULAR PATTERN.
- AUTOMATIC CONTROL TIMER, PUMP/WELL ASSEMBLY, BACKFLOW PREVENTER, AND RAIN SENSOR LOCATIONS TO BE VERIFIED WITH OWNER'S REPRESENTATIVE.
- FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWING MUST BE IN THE BEST INTEREST OF THE PLANT MATERIAL AND LANDSCAPE IRRIGATION SYSTEM. CHANGES MADE BY THE IRRIGATION CONTRACTOR WHICH ARE DEEMED BY THE OWNER AND/OR OWNER'S REPRESENTATIVE, NOT TO BE IN THIS CRITERIA WILL BE REMOVED AND REPLACED AT THE IRRIGATION CONTRACTOR'S EXPENSE. IF A QUESTION SHOULD ARISE AS TO THE BEST WAY TO COMPLETE A FIELD ALTERATION, CONTACT OWNER'S REPRESENTATIVE FOR APPROVAL.
- THE CONTRACTOR SHALL STAKE OUT THE LOCATION OF EACH RUN OF PIPE, DRIP IRRIGATION ARRAYS AND VALVES PRIOR TO TRENCHING. TRENCHES FOR MAINS SHALL BE CUT TO THE CORNER AND COMPACTED TO PROVIDE ACCURATE GRADE AND UNIFORM BEARING FOR THE FULL LENGTH OF THE LINE. THE BOTTOM OF TRENCHES SHALL BE FREE OF ROCK OR OTHER SHARP EDGED OBJECTS. MINIMUM COVER SHALL BE AS FOLLOWS: PRESSURE MAINLINE 24" AT TOP OF THE PIPE TO FINISH GRADE. LATERAL PIPING 12" AT TOP OF PIPE FROM FINISH GRADE. SLEEVING UNDER ROADWAY 36" AT TOP OF PIPE FROM FINISH GRADE.
- THE IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE THE PLACEMENT OF THE IRRIGATION EQUIPMENT AND LANDSCAPE MATERIAL WITHIN THE PLANTED AREA. THE IRRIGATION CONTRACTOR SHALL INSTALL HIS MATERIAL AT THE EDGE OF THE PLANTED AREAS AVOIDING PLANTS, ROOT BALLS, LIGHTS, BOLLARDS, FENCES, ETC.
- OPEN CUTS IN ASPHALT AND WALKS ARE NOT PERMITTED. TRENCHES MUST BE PROTECTED FROM VEHICLE AND PEDESTRIAN TRAFFIC AT ALL TIMES. IT WILL BE THE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO BARRICADE AND DIVERT TRAFFIC. ALL TRENCHES SHALL BE CLOSED AT THE END OF EACH WORKDAY.
- SLEEVES UNDER ROADWAYS AND SIDEWALKS ARE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AND SHALL BE INSTALLED, IF POSSIBLE, PRIOR TO ANY PAVING. SLEEVING DEPTH TO BE A MINIMUM OF 36" FROM TOP OF PIPE TO FINISHED GRADE BELOW ALL ROADWAYS. SLEEVING BENEATH SIDEWALKS SHALL BE LOCATED AND PROVIDED BY THE IRRIGATION CONTRACTOR. SLEEVING SIZES TO BE INSTALLED PER PLANS OR TWO TIMES LARGER THAN THE PIPE TO BE PLACED INSIDE THE SLEEVE, WHICHEVER IS GREATER. SLEEVING MATERIAL TO BE SCHEDULE 40 PVC. SLEEVE ALL WIRE CROSSINGS EITHER IN CONDUIT OR IN SCHEDULE 40 PVC PIPE (IF CONTROL WIRE IS DIRECT BURIAL).
- ALL TRENCHES WITHIN FIFTEEN FEET (15') OF EXISTING TREES TO BE HAND EXCAVATED TO AVOID CONFLICTS WITH TREES.
- NO ROOTS SHALL BE CUT WITHIN A FIFTEEN FOOT (15') RADIUS OF ALL EXISTING TREES. IRRIGATION PIPES AND CONDUIT SHOULD BE DIRECTIONAL BORED WITHIN THIS AREA.
- CONTRACTOR SHALL COORDINATE ELECTRICAL AND WATER REQUIREMENTS AND POINT OF CONNECT WITH OWNER'S REPRESENTATIVE.
- ALL PIPE SHALL BE SIZED SO AS NOT TO EXCEED 5 FPS.
- INITIAL BACKFILL ON PVC LINE SHALL BE PULVERIZED NATIVE SOIL, FREE OF FOREIGN MATTER. SOIL OR SAND WITHIN 4" OF UNDERGROUND PIPING SHALL BE CLEAN. PLANT LOCATIONS SHALL TAKE PRECEDENCE OVER SPRINKLER AND PIPE LOCATIONS. THE CONTRACTOR SHALL COORDINATE THE PLACING OF THE SPECIMEN TREES AND SHRUBS WITH THE ROUTING OF LINES AND FINAL HEAD LOCATIONS.
- RECORD DRAWINGS: AFTER FINAL ACCEPTANCE OF THE COMPLETED INSTALLATION, THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF COMPLETE, REPRODUCIBLE, RECORD DRAWINGS FOR SUBMITTAL TO THE OWNER. PLANS SHALL INCLUDE ANY FIELD CHANGES OR DEVIATIONS FROM THE ORIGINAL, APPROVED DESIGN DOCUMENTS, WITH TWO SCALED POINTS OF REFERENCE FOR EACH ITEM.
- CONTRACTOR SHALL SUPPLY ZONE MAP, PRECIPITATION RATES, ANY KEYS, OPERATING MANUALS, WARRANTIES, COPY OF THE CONTROLLER SCHEDULE, AND EXACT EQUIPMENT PARTS BREAKOUTS WITH MODEL NUMBERS, ETC. IN A 3-RING BINDER TO OWNER'S REPRESENTATIVE UPON COMPLETION OF THE PROJECT.
- THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC. THE LOCATIONS OF THE EQUIPMENT SHALL BE COORDINATED IN THE FIELD, AND ADJUSTED AS NECESSARY TO AVOID CONFLICTS, AND TO REACT TO FIELD VARIABLES. DUE TO SMALL SCALE OF DRAWINGS, IT IS OFTEN NECESSARY TO SHOW PIPING OR OTHER ELEMENTS OUTSIDE RIGHTS-OF-WAY OR IN PAVEMENT AREAS. THE INSTALLATION OF ALL PIPING AND OTHER EQUIPMENT SHALL BE IN PERVIOUS AREAS AND WITHIN RIGHTS-OF-WAY UNLESS IT IS SPECIFICALLY NOTED TO THE CONTRARY.

ELECTRICAL SUPPORT FOR LANDSCAPE IRRIGATION SYSTEM:

- FURNISH ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS REQUIRED AND INSTALL, PLACE IN OPERATION AND FIELD TEST ALL OPERATIONS IN CONNECTION WITH THE INSTALLATION OF THE ELECTRICAL FACILITIES REQUIRED FOR CONTROL WIRING FOR THE UNDERGROUND ELECTROMECHANICALLY CONTROLLED IRRIGATION SYSTEM, COMPLETE, AND IN STRICT ACCORDANCE WITH THIS SECTION OF THE SPECIFICATIONS, THE APPLICABLE DRAWINGS, AND SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT.
- THE CONTROLLERS FOR THE IRRIGATION VALVES SHALL BE INSTALLED AND WIRED, COMPLETE UNDER THIS SECTION. THE ELECTRICAL CONTRACTOR SHALL BRING WIRING AND CONNECTIONS TO A LOCATION APPROVED BY THE OWNER'S REPRESENTATIVE FOR THE CONTROL PANEL(S), AND SHALL PROVIDE 110 VOLT CONNECTION FROM THE POWER SOURCE TO THE CONTROLLERS. (THE LOW VOLTAGE CONTROL WIRING SHALL BE RUN UNDERGROUND TO THE RESPECTIVE REMOTE VALVES BY THE IRRIGATION CONTRACTOR).
- THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING AND VERIFYING THE IRRIGATION CONTROLLERS TO BE OPERATIONAL. THE IRRIGATION CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR PROVIDING A FULLY OPERATIONAL SYSTEM.
- THE ELECTRICAL CONTRACTOR SHALL COORDINATE HIS WORK WITH THE IRRIGATION CONTRACTOR, GENERAL CONTRACTOR AND OTHER SUB-CONTRACTORS.
- QUALITY ASSURANCE: ALL WORK SHALL BE PERFORMED BY AN ELECTRICIAN LICENSED IN THE STATE OF FLORIDA AND ALL WORK SHALL COMPLY WITH APPLICABLE NFPA REQUIREMENTS.
- MATERIALS: ALL MATERIALS FURNISHED UNDER THIS CONTRACT SHALL BE NEW AND SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 - UNDERGROUND CONDUIT: SHALL BE RIGID SCHEDULE 80 PVC, EQUAL TO TYPE 80 HEAVY WALL RIGID PVC-CONDUIT SIZED TO PROVIDE EASY WIRE PULL WITH A MIN. 1 INCH INSIDE DIAMETER. ALL JOINTS SHALL BE SOLVENT WELDED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER. CONDUIT FITTINGS, ELBOWS, SWEEPS AND CEMENT SHALL BE PROVIDED BY THE SAME MANUFACTURER.
 - CONDUIT FOR 120 AND 277 VOLT CIRCUITS SHALL BE SCHEDULE 80 ELECTRICAL CONDUIT.
 - RIGID METAL CONDUIT: EXPOSED CONDUIT SHALL BE GALVANIZED RIGID METAL CONDUIT INSTALLED WITH CAST METAL, FITTINGS.
 - CONDUCTORS FOR LOW VOLTAGE CONTROL CIRCUITS (BELOW 240V): ALL WIRING USED FOR INTERCONNECTING THE AUTOMATIC REMOTE CONTROL VALVES FOR IRRIGATION WITH THE AUTOMATIC CONTROLLERS SHALL BE SINGLE STRANDED OR SOLID COPPER CONDUCTORS WITH TYPE UF, 600 VOLT INSULATION WHICH SHALL BEAR THE UL APPROVAL FOR DIRECT UNDERGROUND BURIAL. FEEDER CABLE INSULATION SHALL BE 464 INCH THICK MINIMUM COVERING OF AN APPROVED THERMOPLASTIC COMPOUND FOR POSITIVE WATERPROOF PROTECTION OF SIZE 12 THROUGH AND INCLUDING SIZE 10 AWG.
 - WIRE CONNECTORS: CONNECTIONS TO REMOTE CONTROL IRRIGATION VALVES AND ALL SPLICES IN THE WIRING FOR SUCH VALVES SHALL BE MADE WITH WATERPROOF CONNECTORS AND SEALING CEMENT EQUAL TO RAIN BIRD SNAP-TITE CONNECTORS, MODEL ST-03.
 - ALL VALVE CONTROL WIRES SHALL BE MINIMUM NO. 14 GAUGE UF, AND ALL COMMON GROUND WIRES SHALL BE MINIMUM NO. 14 GAUGE UF, COLOR CODED USING WHITE. ALL CONTROL WIRING SHALL BE COLOR CODED USING WHITE FOR THE COMMON WIRE AND SELECTED COLORS FOR THE CONTROL WIRES. GREEN COLOR WIRE SHALL NOT BE USED. ALL SPLICE CONNECTIONS SHALL BE MADE IN A JUNCTION BOX AND FULL BOX MARKED ON SHOP DRAWINGS FOR ACCESSIBILITY. ALL AREAS OF 90 DEGREE TURNS SHALL BE MADE WITH ELECTRICAL SWEEP ELBOWS.
 - MISCELLANEOUS DEVICES: MISCELLANEOUS FITTINGS AND DEVICES NOT COVERED IN THE ABOVE SPECIFICATIONS SHALL BE AS REQUIRED FOR A COMPLETE INSTALLATION.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.	7	20
	HUNTER ICZ-101-25 1" DRIP CONTROL ZONE KIT. 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.	5	
	HUNTER HDL-09-12-CV DRIP CONTROL ZONE KIT. 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.	5	
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BOUNDARY/TOPOGRAPHIC SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

ACCURACY:

- ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).
- METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
- THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

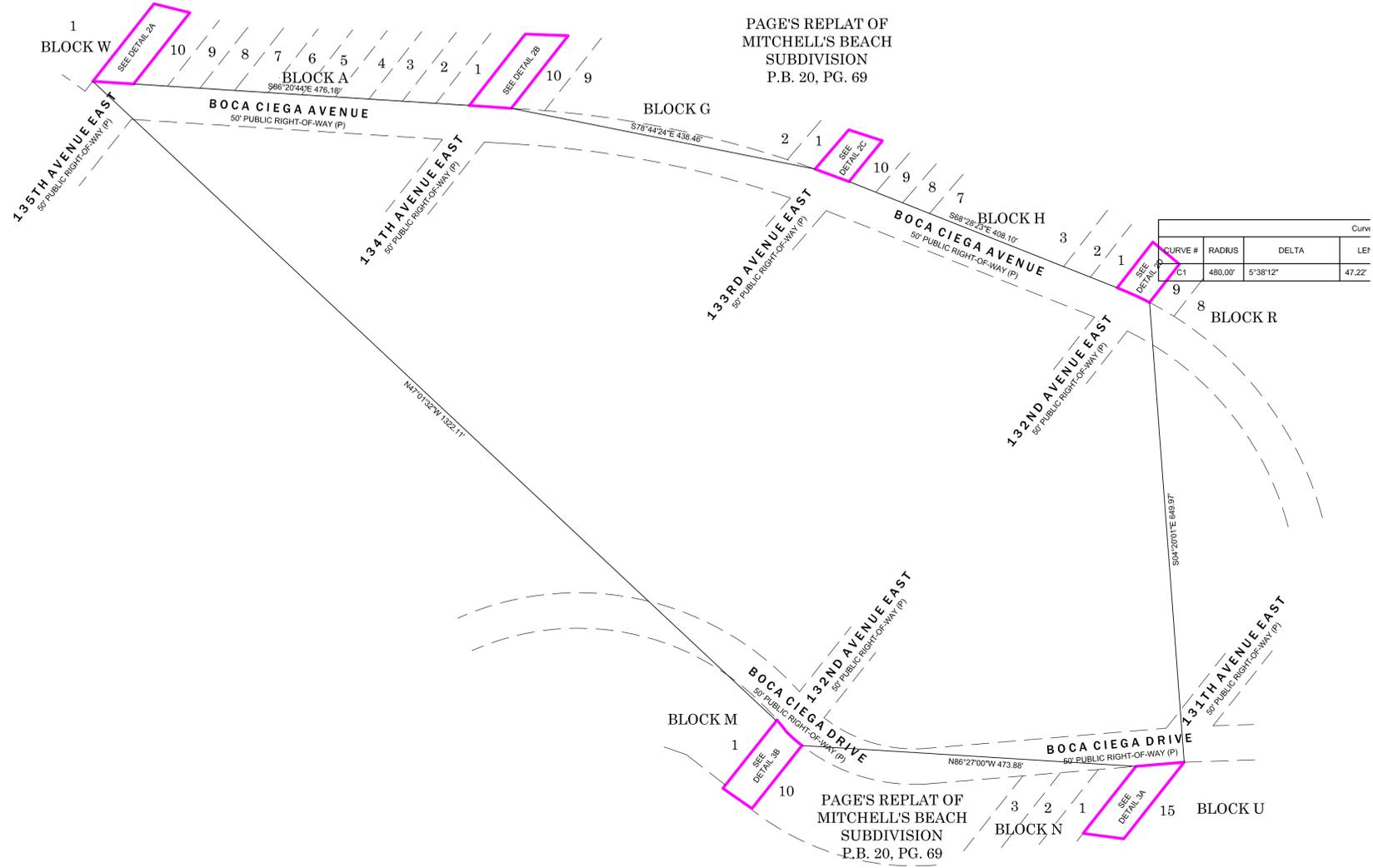
- BASIS OF BEARINGS IS THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
- PLAT OF PAGE'S REPLAT OF MITCHELL'S BEACH SUBDIVISION, RECORDED IN PLAT BOOK 69, PAGE 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LIMITATIONS:

- PURPOSE OF SURVEY:
- USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR / CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THERE MAY BE ITEMS DRAWN OUT OF SCALE AND / OR MOVED ON THE MAP OF SURVEY TO GRAPHICALLY SHOW THEIR LOCATION. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS.
- UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.
- IRRIGATION EQUIPMENT AND / OR THEIR APPURTENANCES HAVE NOT BEEN MAPPED.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY EXIST ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ONLY THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES WHICH WERE READILY APPARENT FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
- THERE MAY BE ADDITIONAL UTILITY STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.

BOUNDARY INCONSISTENCIES:

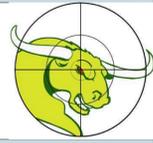
- ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE BY FIELD MEASURED UNLESS SO NOTED.



Curve #	RADIUS	DELTA	LEP
C1	480.00'	5°38'12"	47.22'

BULLSEYE SURVEYING, INC.

LB 7818
4590 ULMERTON RD,
SUITE 115
CLEARWATER, FL 33762
PHONE: 727-475-8088
FAX: 727-264-0457



PARCEL INFORMATION:
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
HILLSBOROUGH COUNTY, FLORIDA

ABBREVIATIONS

- DENOTES**
- FIR=FOUND IRON REBAR (SIZE AS NOTED)
 - FDH=FOUND DRILL HOLE
 - FN=FOUND NAIL
 - FN&D=FOUND NAIL & DISK
 - FOP=FOUND OPEN PIPE
 - LB=LICENSED BUSINESS
 - OR=OFFICIAL RECORDS BOOK
 - PB=PLAT BOOK
 - PG=PAGE
 - PLS=PROFESSIONAL LICENSED SURVEYOR
 - PLS=PROFESSIONAL LICENSED SURVEYOR
 - PSM=PROFESSIONAL SURVEYOR AND MAPPER
 - PVC=POLYVINYL CHLORIDE
 - RCP=REINFORCED CONCRETE PIPE
 - RLS=REGISTERED LICENSED SURVEYOR
 - SIR=SET 1/2" REBAR AND CAP BULLSEYE CONTROL POINT
 - SND=SET NAIL AND DISK LB 7818
 - TBM=TEMPORARY BENCHMARK

SYMBOL LEGEND

- DENOTES**
- BOLLARD
 - DRAINAGE MANHOLE
 - ELECTRIC EQUIPMENT
 - FIRE HYDRANT
 - FLAG POLE
 - GRATE INLET
 - GUY ANCHOR
 - LIGHT POLE(WOOD)
 - MAIL BOX
 - RECLAIMED WATER METER
 - SANITARY VALVE
 - SIGN
 - TREE(OTHER)
 - TREE(PALM)
 - TELEPHONE EQUIPMENT
 - WATER METER
 - WATER VALVE
 - WOOD UTILITY POLE

THIS SURVEY AND THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL, THE SURVEY OR THE COPIES THEREOF ARE NOT VAILD WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY REPORTS OR MAPS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED

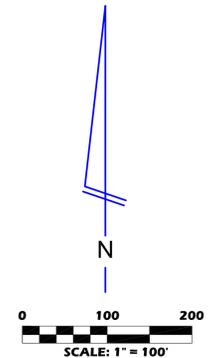
CERTIFIED TO:

-

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
32/10-17	1" = 100'	1 of 3
DRAFTED BY	SURVEY FIELD DATE	
VPL	07/03/2023	
PROJECT NUMBER	FILE NAME	
23-033	23-033-1.dwg	

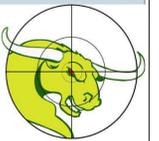
REVISIONS		
#	DATE	DETAILS
1		



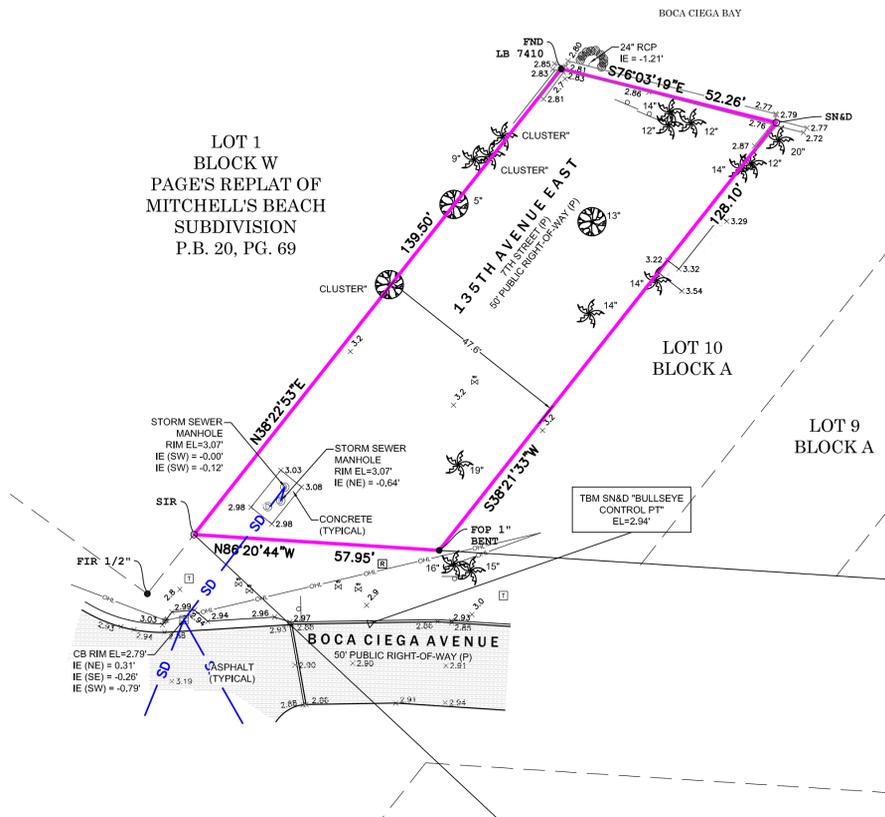
BOUNDARY/TOPOGRAPHIC SURVEY
THE MAP AND REPORT ARE NOT
FULL AND COMPLETE WITHOUT
THE OTHER.

BULLSEYE SURVEYING, INC.

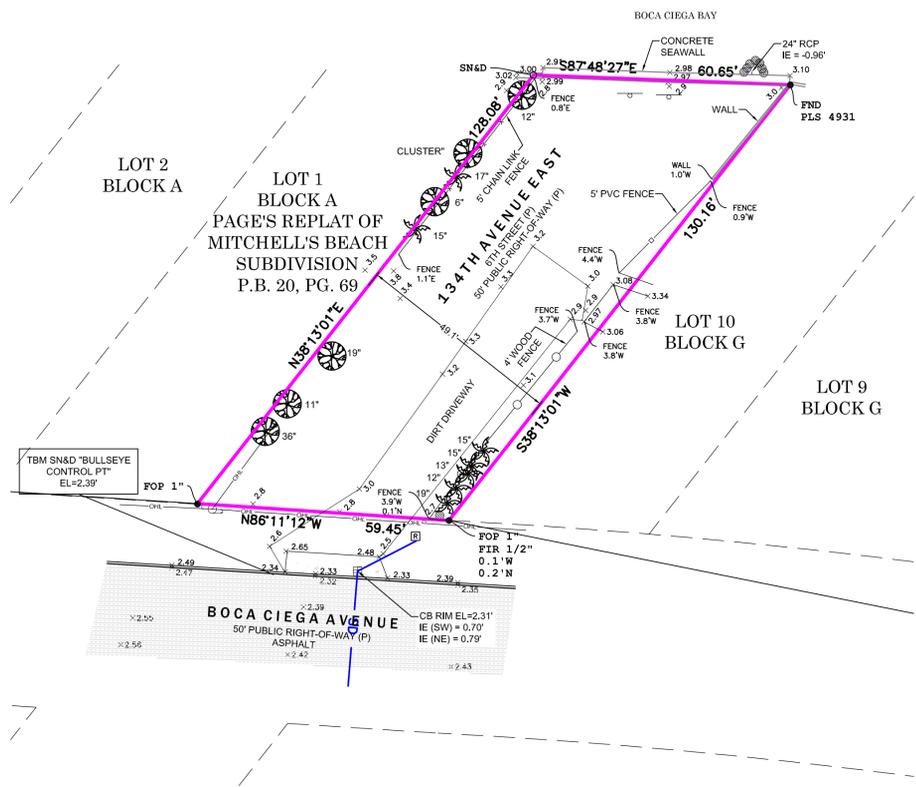
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FAX: 727-264-0457



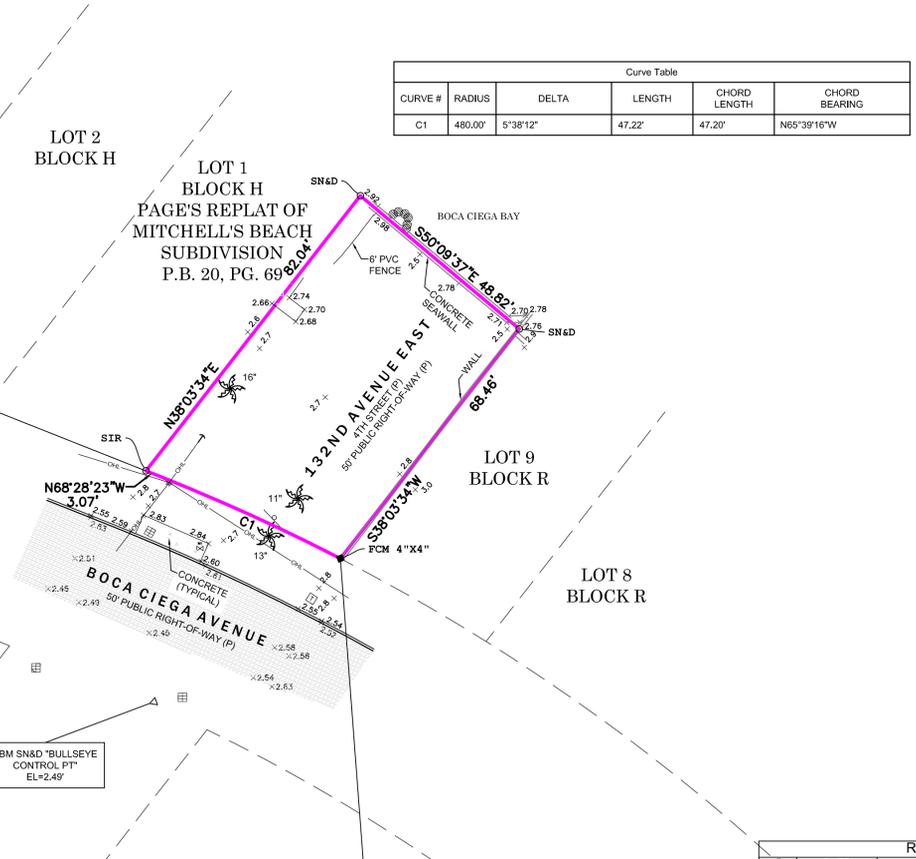
DETAIL 2A



DETAIL 2B

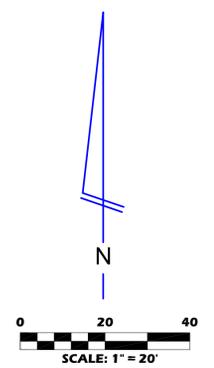
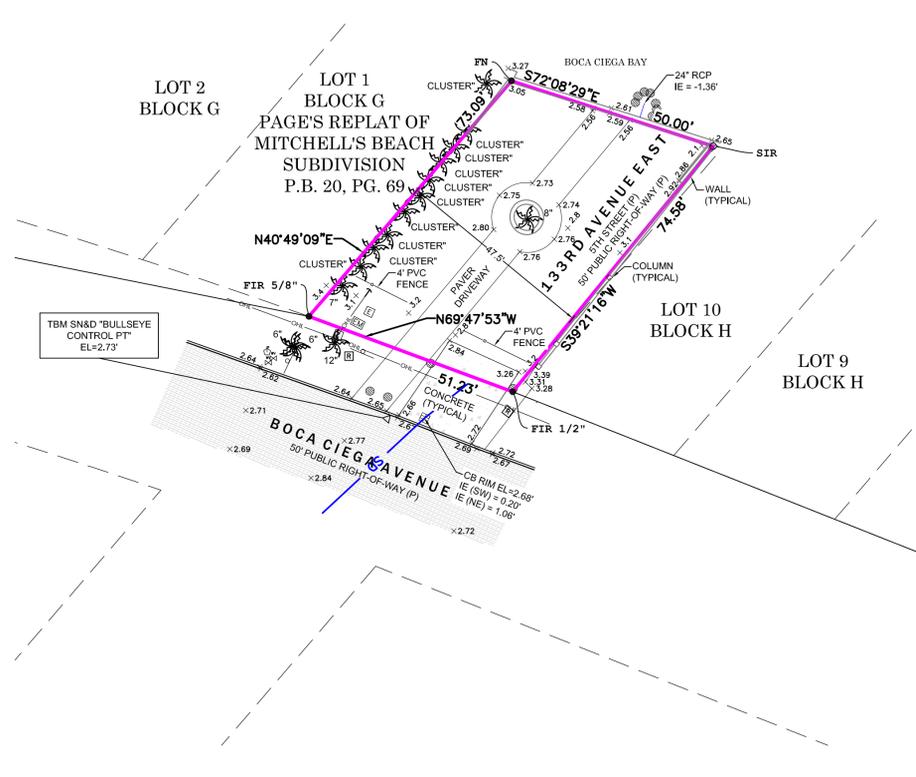


DETAIL 2D



Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	480.00'	5°38'12"	47.22'	47.20'	N65°39'16\"W

DETAIL 3B

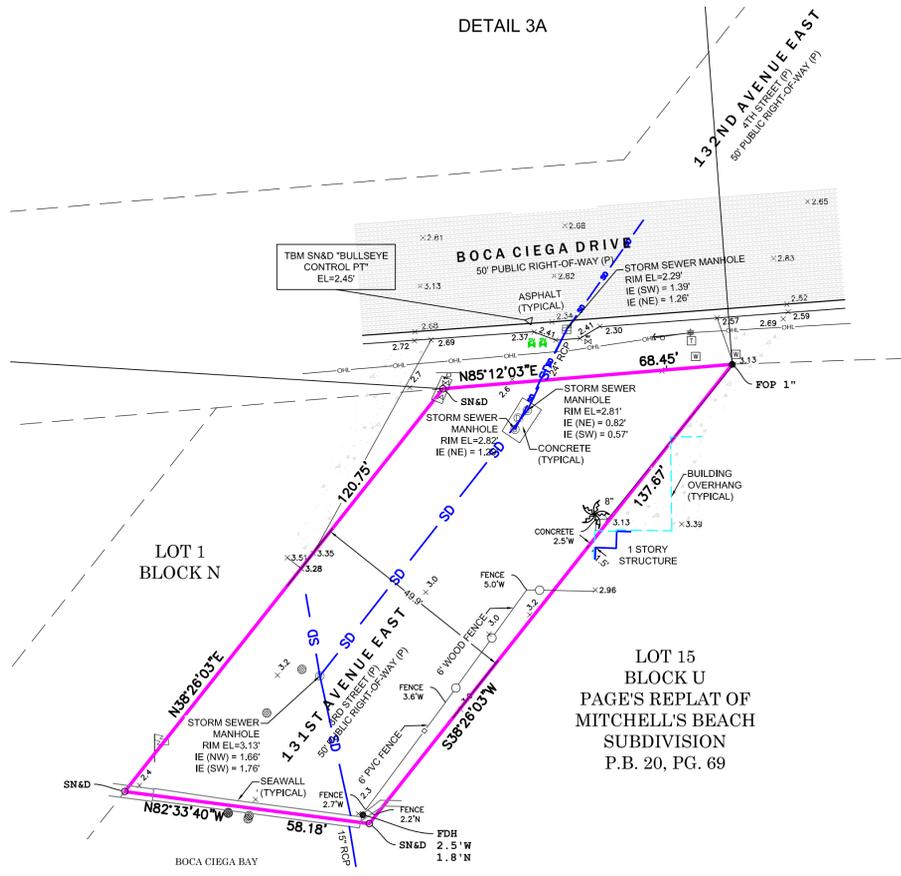
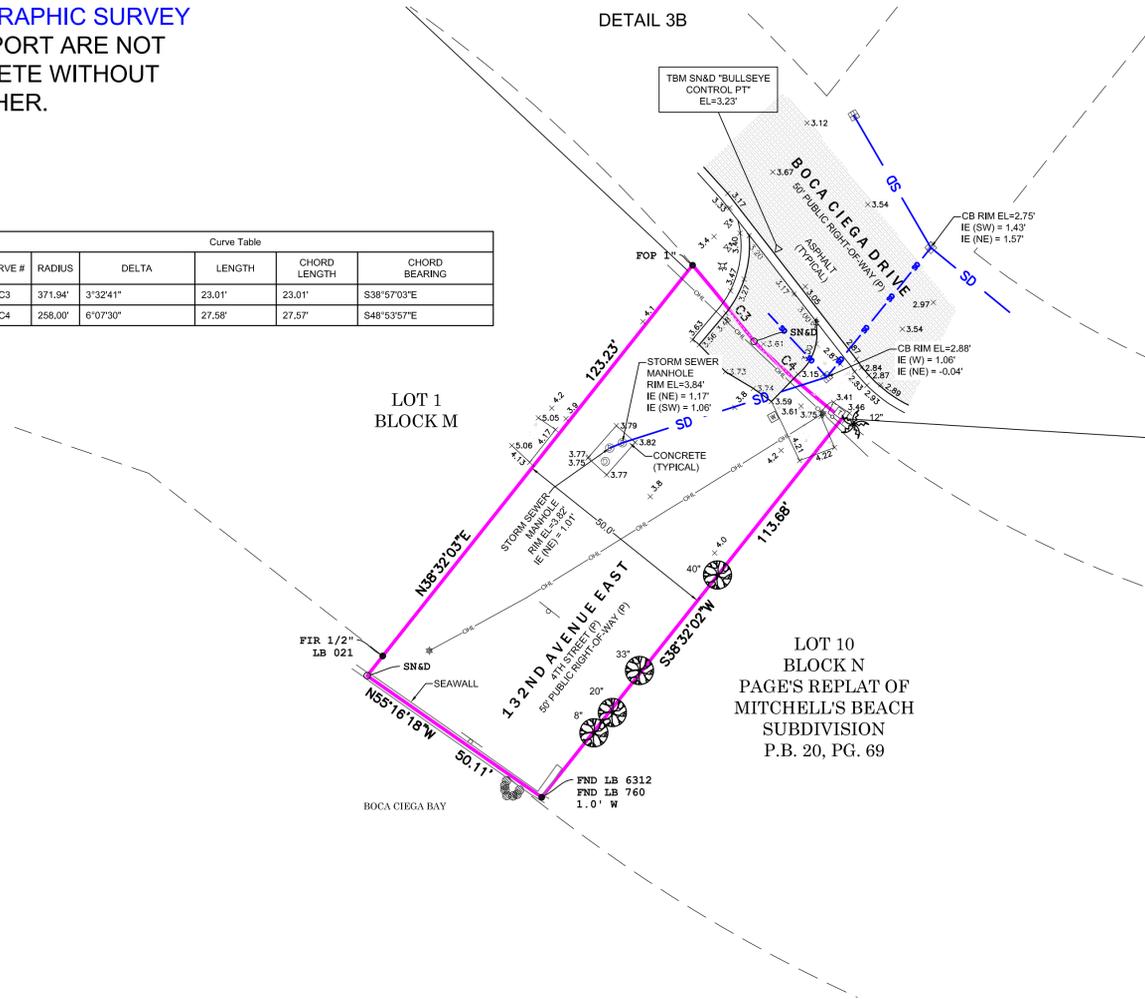


REVISIONS		
#	DATE	DETAILS
1		

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
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DRAFTED BY	SURVEY FIELD DATE	
VPL	07/03/2023	
PROJECT NUMBER	FILE NAME	
23-033	23-033-1.dwg	

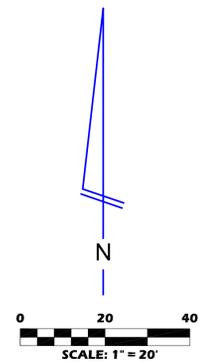
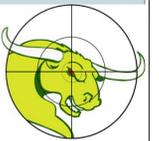
BOUNDARY/TOPOGRAPHIC SURVEY
 THE MAP AND REPORT ARE NOT
 FULL AND COMPLETE WITHOUT
 THE OTHER.

Curve Table				
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH
C3	371.94'	3°32'41"	23.01'	23.01'
C4	258.00'	6°07'30"	27.58'	27.57'



BULLSEYE SURVEYING, INC.

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 4590 ULMERTON RD,
 SUITE 115
 CLEARWATER, FL 33762
 PHONE: 727-475-8088
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FIELD BOOK / PAGE	SCALE	SHEET NUMBER
32/10-17	1" = 20'	3 of 3
DRAFTED BY VPL	SURVEY FIELD DATE 07/03/2023	
PROJECT NUMBER 23-033	FILE NAME 23-033-1.dwg	

REVISIONS		
#	DATE	DETAILS
1		



REPORT OF GEOTECHNICAL EXPLORATION

MADEIRA BEACH PARKING IMPROVEMENTS MADEIRA BEACH, FLORIDA 33708

AREHNA PROJECT NO. B-23-071

AUGUST 25, 2023

Prepared For:

Half Associates

1000 N. Ashley Drive, Suite 900

Tampa, FL 33602

Prepared By:

AREHNA Engineering, Inc.

5012 West Lemon Street

Tampa, Florida 33609

August 25, 2023

Mr. Martin Steffen, PLA
Halff Associates
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602

Subject: **Report of Geotechnical Exploration**
Madeira Beach Parking Improvements
Madeira Beach, Florida 33708
AREHNA Project B-23-071

AREHNA Engineering, Inc. (AREHNA) is pleased to submit this report of our geotechnical exploration for the proposed project. Services were conducted in general accordance with AREHNA Revised Proposal B.Prop-23-134.REV, submitted June 7, 2023. The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the project site. The project consists of conversion from gravel/grass to pavers for the parking area.

This report presents our understanding of the project, outlines our exploratory procedures, documents the field data obtained and includes our recommendations for the proposed constructions.

AREHNA appreciates the opportunity to have assisted you on this project. Should you have any questions with regards to this report, or if we can be of any further assistance, please contact this office.

Best Regards,
AREHNA ENGINEERING, INC.

FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION No. 28410

This item has been digitally signed and sealed by:



Andrew Sway, PhD, P.G., E.I
Project Manager
Florida Registration PG-2508



Andy Tao, P.E.
Geotechnical Engineer
Florida Registration 88520
On the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

Distribution: 1 – Addressee - Electronic
1 – File

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LIST OF APPENDICES

APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1
Boring Location Plan – Sheet 2A and 2B
Soil Boring Profiles – Sheet 3

APPENDIX B

Summary of USDA Soil Survey – Table 1
Summary of Laboratory Results – Table 2
Field & Laboratory Procedures



1.0 PROJECT INFORMATION AND SCOPE OF WORK

1.1 SITE DESCRIPTION AND PROJECT CHARACTERISTICS

The project sites are located south of the intersection of 132nd Avenue East and Boca Ciega Drive and north of the intersection of 134th Avenue East and Boca Ciega Drive in Madeira Beach Florida. The project consists of new paved parking areas. The parking areas will consist of new pavers. Some subgrade improvements may be required beneath the pavers prior to installation, but no significant grade changes are anticipated.

1.2 SCOPE OF WORK

The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered were evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items were formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- General geotechnical recommendations for the proposed construction and pavement design.

The following services were performed to achieve the above-outlined objectives:

- Performed site reconnaissance and stake boring locations.
- Requested utility location services from Sunshine811.
- Performed four (4) Standard Penetration Test (SPT) boring at the project site to a depth of 10 feet (2 at each project site). Locations were provided by the client. Samples were collected, and Standard Penetration Test resistances measured continuously for the top ten feet.
- Visually classified, lab tested and stratified soil samples in the laboratory using the Unified Soil Classification System (USCS).
- Reported the results of the field exploration and engineering analysis. The results of the subsurface exploration are presented in this report, signed and sealed by a professional engineer specializing in geotechnical engineering.



2.0 FIELD EXPLORATION AND LABORATORY TESTING

2.1 FIELD EXPLORATION

Four SPT borings (SPT-01 through SPT-04), extending to a depth of 10 feet, were completed at the project locations. Borings SPT-01 and SPT-02 were performed at the proposed parking area south of the intersection of 132nd Avenue East and Boca Ciega Drive, and borings SPT-03 and SPT-04 were performed at the proposed parking area north of the intersection of 134th Avenue East and Boca Ciega Drive. The borings were located in the field using hand-held Global Positioning System (GPS) equipment. The **Boring Location Plan (Sheet 2A and 2B in Appendix A)** provides a site plan showing the approximate relationship of existing features to the test locations.

The SPT boring was performed with the use of a Power Drill Rig using Bentonite "Mud" drilling procedures. Samples were collected and Standard Penetration Test resistances were measured continuously to depths of ten feet. The soil sampling was performed in general accordance with ASTM Test Designation D-1586, entitled "Penetration Test and Split-Barrel Sampling of Soils."

Representative portions of the samples collected were sealed in glass jars, labeled, and transferred for appropriate classification. Please note that samples will be retained for 90 days after the date of this report and then disposed, unless other arrangements have been made.

2.2 LABORATORY TESTING

Laboratory testing, consisting of natural moisture content, percent organic test, and single sieve (#200) gradation testing, was performed on a representative soil sample. The results of the laboratory testing are presented on the **Soil Boring Profile Sheets (Sheet 3 in Appendix A)** and are summarized on **Table 2 in Appendix B**.



3.0 SUBSURFACE CONDITIONS

3.1 USGS TOPOGRAPHIC DATA

Digital Raster Graphic (scanned topographic map) projection of the Seminole Quadrangle, Florida, provided by the USGS was reviewed to collect topographic information in the vicinity of the project site. The approximate location of this site has been superimposed on a USGS topographic map of the local area and is shown on **Sheet 1** in **Appendix A**. Based on this review, the natural ground surface elevations at the project site are approximately between +0 to +5 feet NGVD29 (National Geodetic Vertical Datum of 1929). Elevations referenced in this report should be considered approximate only. No surveying was performed.

3.2 USDA NATURAL RESOURCES CONSERVATION SERVICE DATA

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey for the site area (current online NRCS Web Soil Survey) indicates that the soil at the boring locations consists of *Matlacha and Augustine soils and Urban Land (Map Unit 16)*. The soil survey for the site area is shown on **Sheet 1** in **Appendix A**. The Soil Survey indicated that the depth to the seasonal high water table is about 1.5 feet below the natural ground surface. A summary of this USDA soil type is provided on **Table 1** in **Appendix B**.

3.3 SUBSURFACE CONDITIONS

A pictorial representation of the subsurface conditions encountered in the boring is shown on the **Soil Boring Profile** on **Sheet 3** in **Appendix A**. This profile and the following soil conditions highlight the general subsurface stratification. When reviewing the boring record and the subsurface soil profile, it should be understood that soil conditions may vary between, and away from, boring location. The following is a brief description of the soils for the boring based on the proposed feature in this area:

SPT borings generally encounter very loose to medium dense fine sand to silty sand (SP, SP-SM, SM) to termination depth of 10 feet below ground surface (bgs). Note that decayed wood fragments were encountered at depth ranging from approximately 3.5 to 6 feet below existing ground surface. These materials are partially decayed small pieces of wood mixed in a sand layer. The soil layer is mostly sand or slightly silty sand containing these fragments.

Borings SPT-03 and SPT-04 also encountered a very silty (to occasionally clayey) sand layer between about 2 and 3 feet depth in SPT-03 and from about 2 to 4 feet depth in SPT-04.



3.4 GROUNDWATER CONDITIONS

Conditions revealed in the SPT boring indicate that the phreatic surface of the surficial aquifer could be inferred between 2.6 feet and 3.8 feet below the ground surface. Due to the proximity to bay the groundwater will be tidally influenced. In extreme weather events, such as tropical storms, storm surge effects may cause the water table to rise above the ground surface. Fluctuation in groundwater levels should be expected due to tidal changes, seasonal climatic changes, construction activity, rainfall variations, surface water runoff, and other site-specific factors.

3.5 ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

The groundwater table at the boring locations were found to be between 2.6 feet and 3.8 feet below the existing grade. Based on the information reported by the USDA, historical indicators of a seasonal high water table noted in the soils obtained from the site, and our experience in the area, we estimate that the seasonal high water level is at an approximate depth of approximately 2.0 ± 0.5 feet below the existing ground surface at this site. It should be noted that the site may become flooded during tropical storm events due to storm surge.



4.0 GENERAL PAVEMENT RECOMMENDATIONS

4.1 PAVEMENTS

We recommend that, after grading to final grade, the exposed surface should be compacted in accordance with **Section 5.3** prior to installation of the pavers. If any areas of yielding soil during proofrolling are observed, those areas should be excavated to a depth of at least 1-foot (areas of SPT-01 and SPT-02) or to the bottom of the clayey silty sand layer (SPT-03 and SPT-04 area) and replaced with compacted fill in lifts not exceeding 12 inches each. If soil is excavated due to yielding, the base of the excavation should be compacted in accordance with **Section 5.3** prior to adding fill. If no yielding areas are observed, excavations are not required.

Structural fill soils should consist of reasonably clean fine sands (inorganic, non-plastic sands containing less than 12 percent material passing the No. 200 mesh sieve). We recommend that any fill be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D-1557).



5.0 GENERAL SITE PREPARATION

5.1 GENERAL

The following recommendations are based upon our understanding of the project information and the data gathered during this subsurface exploration. If revised project information is developed, we should be notified so that our recommendations can be reviewed. The stratification and consistency of the subsurface materials encountered may vary within even short lateral distances; therefore, any subsurface condition encountered during construction or any additional exploration that deviates from that documented in this exploration should be reported to us so that our recommendations can be reviewed.

5.2 ON-SITE SOIL SUITABILITY

The borings indicate that surficial sandy soils classified as SP and SP-SM are present and are suitable for use as backfill material. Soil classified as clayey to silty sand (SM, SC, SC-SM) are not suitable for reuse. Decaying wood fragments were encountered at depths ranging from 3.5 to 6 feet below existing ground surface with an organic content of approximately 3%. Based on the low organic content and depth of this material it may remain in place and does not represent a significant settlement concern.

Soil excavated from below the groundwater level will be above the optimum moisture content required for compaction and will need to be dried before placement. Suitable structural fill materials should consist of fine to medium sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris and other unsuitable material. Any off-site materials used as fill should be approved by AREHNA prior to acquisition.

5.3 EXCAVATION AND BACKFILL

Excavations should be constructed in accordance with the current OSHA guidelines. The contractor is solely responsible for designing and constructing stable excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety-regulations.

The soils encountered are consistent with OSHA Class C soils and will not stand vertically in an open excavation below the groundwater level or for more than very short periods above the groundwater level. Soil should not be stockpiled adjacent to excavations unless the stockpile has been included in the analyses of the excavation stability. Excavations may require dewatering.



Any and all excavations should be backfilled with acceptable compacted fill or re-use soils. Fill or re-use soils should generally consist of dry fine sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris and other unsuitable material. Imported fill should be anticipated and should be tested and approved prior to acquisition. Backfill or existing exposed soils should be compacted in lifts not exceeding 12 inches in thickness and should be compacted to a minimum of 98 percent of the Modified Proctor maximum dry density (ASTM D-1557). If compaction cannot be obtained with 12-inch lifts, thinner lifts may be required. Prior to beginning compaction, soil moisture contents should be adjusted in order to facilitate proper compaction. A moisture content within 2 percentage points of the optimum indicated by the Modified Proctor Test (ASTM D-1557) is recommended prior to compaction of the fill.

5.4 DEWATERING

The groundwater was encountered at boring locations, generally between about 2.6 and 3.8 feet bgs. Dewatering will not likely be required, but surface water runoff into excavations may also require dewatering. Dewatering, if needed for any excavations, can be accomplished using a sanded wellpoint system supplemented by a gravel bottom layer and pumping from a sump. Actual dewatering means and methods should be the responsibility of the contractor.

Groundwater fluctuations will likely occur due to seasonal variations, runoff and clay/silt materials, and other factors and should be considered when planning excavation and dewatering activities. The impact of runoff from adjacent properties, nearby water bodies, and other site-specific conditions which may affect groundwater recharge are beyond the scope of this exploration and should be considered when planning and designing a dewatering system.

5.5 GENERAL CONSTRUCTION MONITORING AND TESTING GUIDELINES

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable exposed in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils and to determine if the fill material is acceptable.

A representative number of in-place field density tests should be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained. We recommend that at least one density test be performed for every lift of backfill and similar testing for exposed soil surfaces that are compacted. There are no compaction requirements for No. 57 stone, if used. Testing should be consistent with Pinellas County requirements.



6.0 BASIS FOR RECOMMENDATIONS

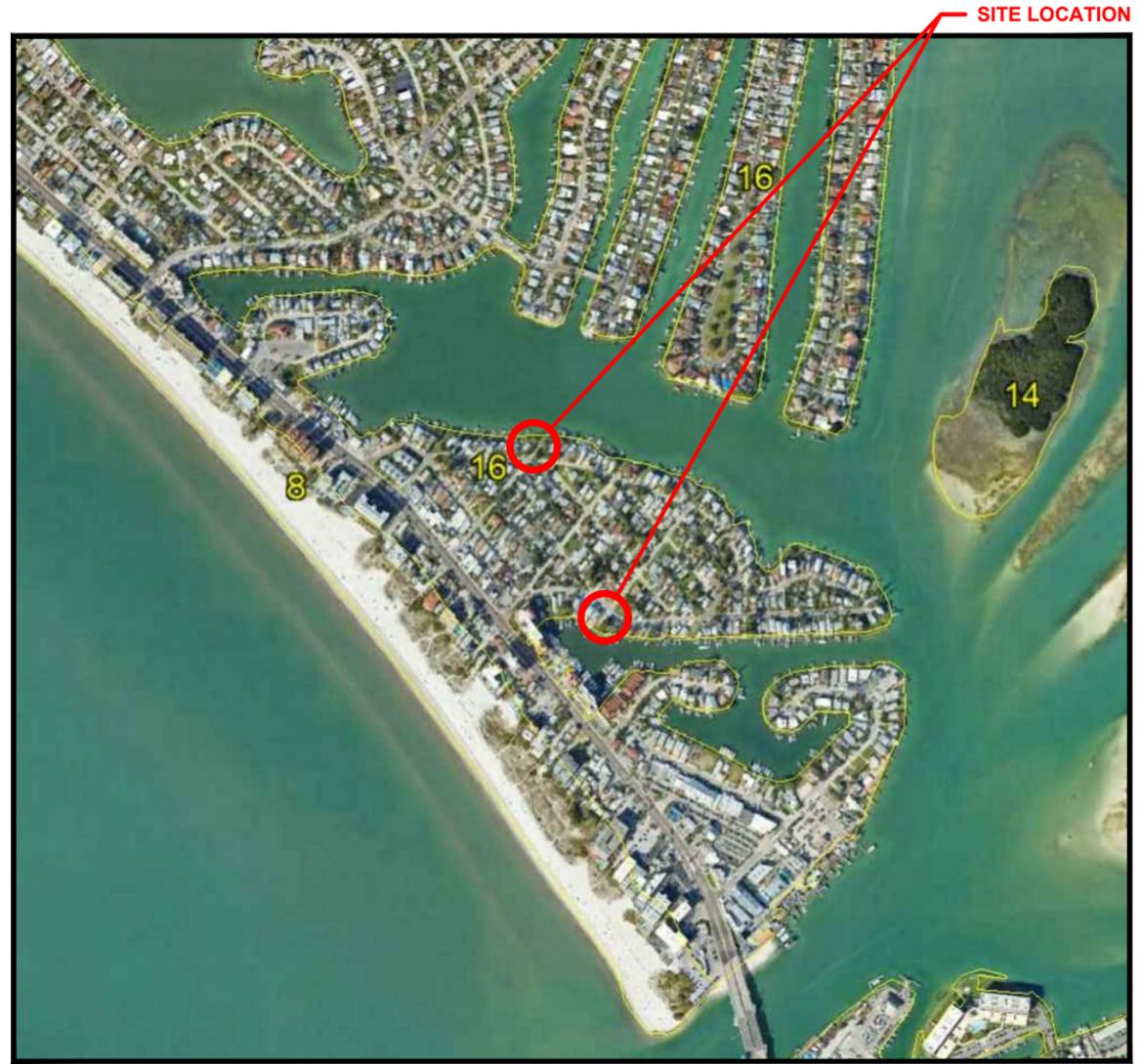
The analysis and recommendations submitted in this report are based upon the data obtained from the soil boring performed at the location indicated. Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions at other locations will be different from those at the specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process itself may alter soil conditions. AREHNA is not responsible for the conclusions, opinions or recommendations made by others based on the data presented in this report.



APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1
Boring Location Plan – Sheet 2A and 2B
Soil Boring Profiles – Sheet 3

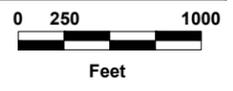
USDA SOIL SURVEY MAP



SITE LOCATION

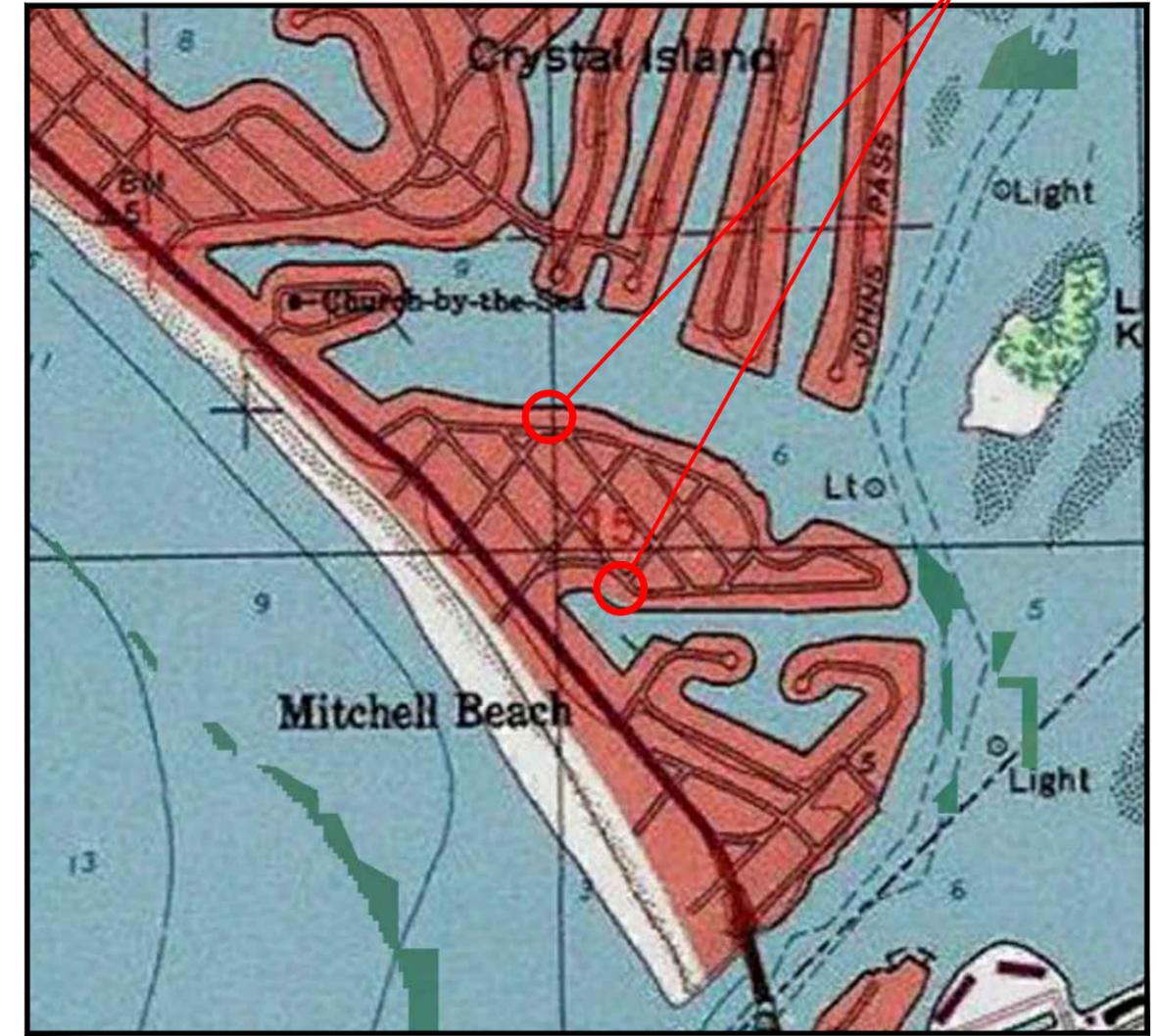


REFERENCE: USDA SOIL SURVEY OF PINELLAS COUNTY, FLORIDA



TOWNSHIP: 31 S
 RANGE: 15 E
 SECTION: 15

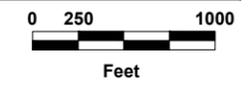
USGS TOPOGRAPHIC MAP



SITE LOCATION



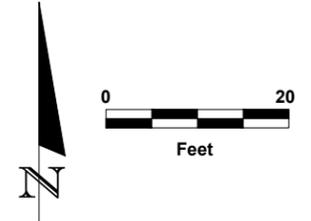
REFERENCE: "SEMINOLE, FLORIDA" USGS QUADRANGLE MAP



TOWNSHIP: 31 S
 RANGE: 15 E
 SECTION: 15

D:\1-A\hhna\Project\2023\B-23-071 - Madeira Beach Parking\B23-071.dwg (1-VIC) 6/13/27 Aug 14, 2023 - 8:50pm

REVISIONS			PREPARED BY:	NAME	DATE	PROJECT NAME	PROJECT NO.	SHEET NO.	
NO.	DATE	DESCRIPTIONS							APPROVED
				DESIGNED BY:	AS	8/2023	MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	1
				DRAWN BY:	DG	8/2023			
				CHECKED BY:	AT	8/2023			
				SUPERVISED BY:	Andy Tao, P.E.				
			AREHNA Engineering, Inc. 5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464 Fax 813.944.4959 Certificate of Authorization No. 28410	USDA & USGS VICINITY MAPS					

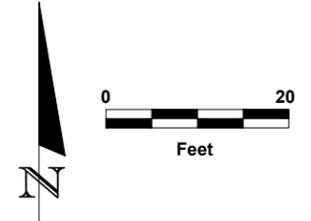


LEGEND

APPROXIMATE LOCATION OF SPT BORING

D:\1-Arhna\Project\2023\B-23-071 - Madeira Beach Parking\B23-071.dwg (2A-BLP) 6/17/23 Aug 14, 2023 - 5:52pm

REVISIONS			PREPARED BY:	BORING LOCATION PLAN	NAME		PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS			APPROVED	DESIGNED BY:			
					AS	8/2023	MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	2A
				DRAWN BY:	DG	8/2023			
				CHECKED BY:	AT	8/2023			
				SUPERVISED BY:	Andy Tao, P.E.				
			 AREHNA Engineering, Inc. 5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464 Fax 813.944.4959 Certificate of Authorization No. 28410						

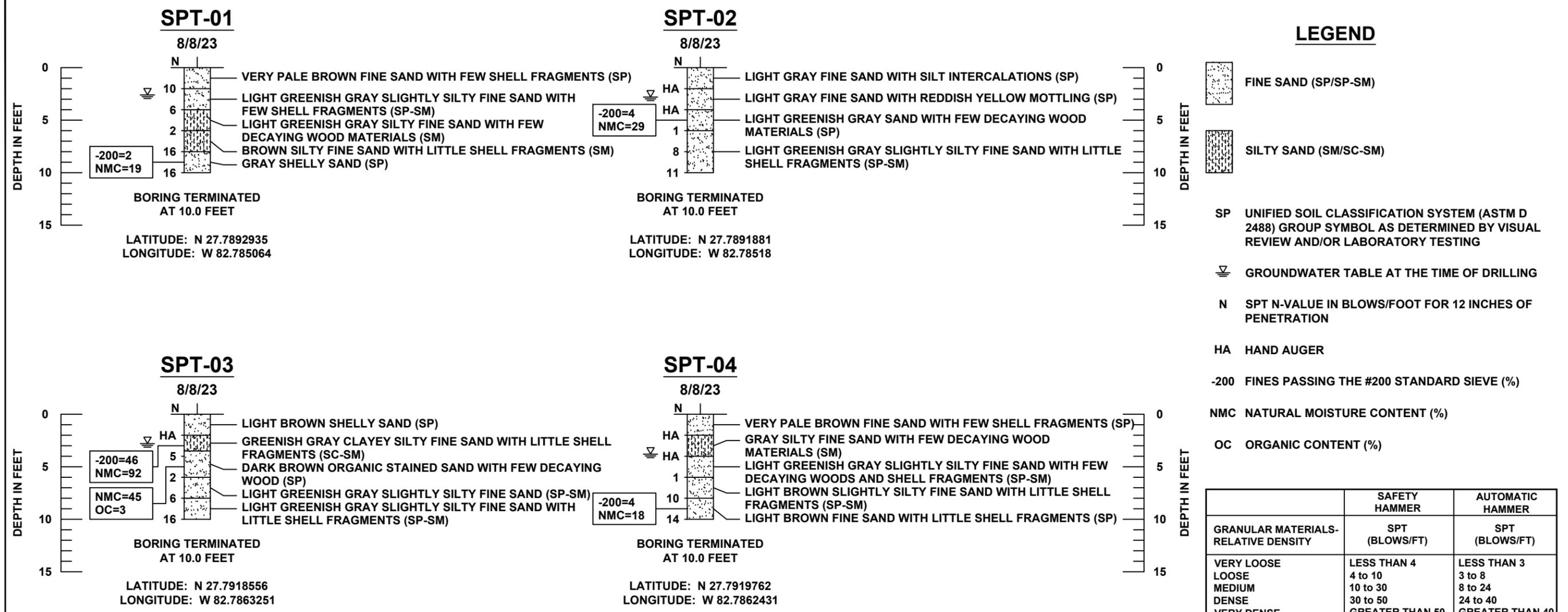


LEGEND

 APPROXIMATE LOCATION OF SPT BORING

D:\1-Arhna\Project\2023\B-23-071 - Madeira Beach Parking\B3-071.dwg (2B-BLP) 6/17/23 Aug 14, 2023 - 5:52pm

REVISIONS			PREPARED BY:	BORING LOCATION PLAN	NAME		PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS			APPROVED	DESIGNED BY:			
							MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	2B
 AREHNA Engineering, Inc. 5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464 Fax 813.944.4959 Certificate of Authorization No. 28410				SUPERVISED BY: Andy Tao, P.E.					



D:\1-Arhna\Project\2023\B-23-071 - Madeira Beach Parking\B3-071.dwg (3-PPF) 8/31/23 3:12pm

Soil Profile Notes:

- The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
- Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
- The boring locations presented are approximate and based on hand held GPS with an accuracy of +/- 10 feet.
- SPT borings were performed using an automatic hammer.

REVISIONS			PREPARED BY:	NAME DATE			PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS	APPROVED	DESIGNED BY:	AS	8/2023	MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	3
				DRAWN BY:	DG	8/2023			
				CHECKED BY:	AT	8/2023			
				SUPERVISED BY:	Andy Tao, P.E.				



APPENDIX B

Summary of USDA Soil Survey – Table 1
Summary of Laboratory Test Results – Table 2
Summary of Seasonal High Groundwater Table Estimate – Table 3
Field and Laboratory Procedures

**TABLE 1
SUMMARY OF USDA SOIL SURVEY
MADEIRA BEACH PARKING IMPROVEMENTS
MADEIRA BEACH, FLORIDA
AREHNA Project No. B-23-071**

USDA Soil Type	Depth (inches)	USDA Soil Description	AASHTO	USCS	Permeability (ft/day)	Seasonal High Groundwater			Risk of Corrosion	
						Depth (feet)	Duration (months)	Kind	Steel	Concrete
Matlacha and St. Augustine soils and Urban Land*						(16)				
Matlacha	0 - 42	Sand	A-3	SP-SM, SP	4 - 12	2.0	Jun - Oct	Apparent	High	Low
	42 - 80	Sand, fine sand	A-3	SP-SM, SP	12 - 40					
St. augustine	0 - 8	Sand	A-3	SP-SM, SP	12 - 40	1.5	Jun -Oct	Apparent	High	Low
	8 - 33	Loamy fine sand	A-2-4	SP-SM	4 - 12					
	33 - 48	Fine sand, sand	A-3	'SP-SM, SP	12 - 40					
	48 - 63	Sand, fine sand, loamy fine sand, sandy loam	A-2-4	SP-SM, SM	4 - 12					
	63 - 80	Sand	A-3	SP-SM, SP	12 - 40					

* Urban Land consists of areas where most of the soil surface is covered with impervious materials such as highways, parking lots and industrial areas.

TABLE 2 SUMMARY OF LABORATORY TEST RESULTS MADEIRA BEACH PARKING IMPROVEMENTS MADEIRA BEACH, FLORIDA AREHNA Project No. B-23-071					
Boring No.	Sample Depth (feet)	Sieve Analysis (% Passing)	Natural Moisture Content (%)	Organic Content (%)	USCS Group
		#200			
SPT - 01	8.0 - 10.0	2	19	-	SP
SPT - 02	4.0 - 6.0	4	29	-	SP
SPT - 03	2.0 - 4.0	46	92	-	SC-SM
SPT - 03	4.0 - 6.0	-	45	3	SP
SPT - 04	8.0 - 10.0	4	18	-	SP

TABLE 3
SUMMARY OF SEASONAL HIGH GROUNDWATER TABLE ESTIMATE
MADEIRA BEACH PARKING IMPROVEMENTS
MADEIRA BEACH, FLORIDA
AREHNA Project No. B-23-071

Boring No.	Boring Location		Boring Depth (feet)	Measured Groundwater Table		USDA Soil Survey		Estimated Seasonal High Water Depth (Feet)
	Latitude	Longitude		Date Recorded	Depth ⁽¹⁾ (feet)	Map Symbol	Estimated SHGWT Depth ⁽²⁾ (feet)	
SPT-01	27.7893	-82.7851	10	8/8/2023	2.6	16	1.5	2 ±0.5
SPT-02	27.7892	-82.7852	10	8/8/2023	2.8	16	1.5	2 ±0.5
SPT-03	27.7919	-82.7863	10	8/8/2023	2.8	16	1.5	2 ±0.5
SPT-04	27.7920	-82.7862	10	8/8/2023	3.8	16	1.5	2 ±0.5

(1) Depth below existing grade at time of field work.

(2) Seasonal high water table depth per Pinellas County, Florida USDA Soil Survey information.

FIELD PROCEDURES

Standard Penetration Test (SPT) Borings

The SPT borings are performed in general accordance with ASTM D-1586, "Penetration Test and Split-Barrel Sampling of Soils." A rotary drilling process is used and bentonite drilling fluid is circulated in the boreholes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools are removed and soil samples are obtained with a standard 2-foot long, 2-inch diameter split-tube sampler. The sampler is first seated 6 inches and then driven an additional foot with blows of a 140-pound hammer falling under its own weight a distance of 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil strength and density.

LABORATORY PROCEDURES

Water Content

The water content is the ratio, expressed as a percentage, of the weight of water in a given mass of soil to the weight of the solid particles. This test is conducted in general accordance with ASTM D-2974.

Percent Organics (Organic Loss on Ignition)

The amount of organic material in a sample is determined in this test. The sample is first dried and weighed, then ignited and reweighed. The amount of organic material is expressed as a percentage of the total dry weight of the sample prior to ignition. This test is conducted in general accordance with FM 1-T267.

Fines Content

In this test, the sample is dried and then washed over a No. 200 mesh sieve. The percentage of soil by weight passing the sieve is the percentage of fines or portion of the sample in the silt and clay size range. This test is conducted in general accordance with ASTM D-1140.





Memorandum

Meeting Details: March 26, 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

Stock # 109307

Invoice # _____

Item 9C.

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

This lease will end June, 1 2026

Customer Name City of Madeira Beach

300 Municipal Dr.

Madeira Beach, FL 33708

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 Gonsler

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:

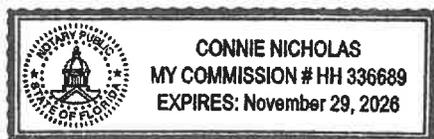
RDK Assets, Inc. dba RDK Truck Sales
a Florida corporation

By: Connie Nicholas
Car Nicholas
PRINT NAME
Title Clerk
TITLE

By: Richard D. Kemner
Richard D. Kemner
PRINT NAME
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 9C.

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 Statue 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:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

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: 1-888-725-8799
3214 Alameda Dr. Item 9C.
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 9C.
3214 A
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-Item 9C. 2799
3214 A r.
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 A Item 9C. r.
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: RKTR Lessee Other _____ Date/Time Shipped _____
 Returned By: RKTR Lessee 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 <u>0</u>	Sales Tax \$ 0.00
	Transportation \$ 0.00
Total \$ 68,364.00	
Replacement Value of Vehicle <u>279,900.00</u>	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: 1-888-725-0709
3214 A Item 9C. 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	33605	
Customer Name	Town of Dundee	Town of Dundee	
	202 East Main Street	202 East Main Street	
	Dundee, FL 33828	Dundee, FL 33828	

Phone # 884-488-8930 Ext: 222	P.O. #/Job #	Ordered By	Town of Dundee
Project	Job Location	Salesman	Randy Robinson
Delivered By: <input checked="" type="checkbox"/> RDK <input type="checkbox"/> Lessee <input type="checkbox"/> Other		Date/Time Shipped	
Returned By: <input checked="" type="checkbox"/> RDK <input type="checkbox"/> Lessee <input type="checkbox"/> Other		Date/Time Shipped	

Serial Number	Tag	Equipment Description	Lease Term (Months)	Rate	Total
3ALACV2E2M001899		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	0.00
		Transportation	0.00

Security Deposit* (Cash/Check)	\$0.00
Replacement Value of Vehicle	\$255,000.00
Total Due	\$51,810.00

(*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 MUST ADVISE LESSEE WHEN READY FOR PICK UP. LESSEE AUTHORIZES THE DELETION OF ANY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR THEFT OR LOSS DELIVERED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 1/4 tread), MAINTENANCE, FUEL, INSURED 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 Lessee or an authorized operator in 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 concerning the Lease and Damage Provisions, Lessee shall be liable for all charges. Lessee represents that the Equipment herein has been fully inspected by a qualified person 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 LESSEE HEREBY AGREES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE AND SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO). THE LESSEE HEREBY AGREES THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. IT IS FURTHER AGREED THAT IF ANY PART OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE UNENFORCEABLE IN AN ORIGINAL APPLICABLE JURISDICTION, THE ENTIRE AGREEMENT SHALL BE ENFORCEABLE AND BINDING IN THAT JURISDICTION.

Lessee Signature	Prepared By: Johnnie Blinn	Date
Lessee Name/Company (Please Print): Title: _____	Reviewed By: Timothy Kemper	Date



Toll-Free: 1-888-Item 9C. 19
3214 A r.
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 9C.

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.

Minimum Rental Contract: 12-Month

Replacement Value of Vehicle: \$99,900.00

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

(*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 A Item 9C. r.
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: Lessee Agreement is valid for a period of one (1) year and cannot be collected. 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.

Lease Amount	\$ 243,918.36
Sales Tax	\$ 0.00
Transportation	\$ 0.00

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 equipment, 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 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 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, Director of M&B</u>	Reviewed By: _____	
Company Name <u>CITY OF WINTER GARDEN</u>		

RKTR 01/21/2023



Toll-Free: 1-888-725-8709
3214 A Item 9C. 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 # 108450 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: 1-888-725-8799
3214 A Item 9C. r.
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**

pac-mac



(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

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: Joanie@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.

Print or type.
See Specific Instructions on page 3.

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

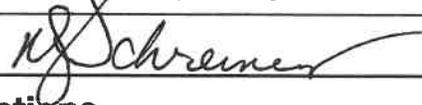
8	6	-	2	0	3	8	3	1	6
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Part II Certification

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: [Signature]

Title: Controller

Date: 12/20/2023

State of: Florida

County of: Hillsborough

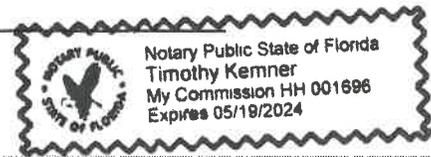
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of December, 2023, by Dave Schreiner (name) as manager (title of officer) of RDK Assets Inc (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [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 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 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 #	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
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 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 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, 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, 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, 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 relating, court costs and reasonable 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 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 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

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
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 0	Sales Tax \$ 0.00
	Transportation \$ 0.00
	Total \$ 832,000.00
Security Deposit* (Cash/Check)	\$ 0.00
Replacement Value of Vehicle: 324,900.00	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 ENFORCEED 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 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, 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 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 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 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 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 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 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 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 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

	<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
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 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 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 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
Replacement Value of Vehicle: 343779.00	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: 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 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 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, 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 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, 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 119.070(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

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



Memorandum

Meeting Details: March 26, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Tom & Kitty Stewart Park Hurricane update

Background

A purchase order for the engineering of the seawall was completed and sent to Transystems for the amount of \$16,800.00 which included:

I. CONSTRUCTION PLANS AND SPECIFICATION PREPARATION:

1. Prepare a Boundary Survey with Topography to the mean high water line for wave run-up modeling analysis. Survey to also include the location of the CCCL and FEMA flood zone information.
2. Perform Geotechnical Investigation for the structural analysis and subsurface investigation to determine the location of existing walls/debris
3. Perform a Wave Run-Up analysis
4. Prepare construction plans and specification, signed and sealed.
5. Review contractor request for additional information.
6. Provide Construction Bidding assistance
7. Provide two construction inspections
8. Final certification and project close-out

II. REIMBURSABLE EXPENSES:

All express delivery charges, long-distance telephone and fax transmissions, all plans requested by Client, Contractor and/or Architect including all submittal sets and all reproducibles required by permitting agencies (printing charges) and Aerial photographs obtained from outside sources. These items will be billed to the owner monthly as they are incurred. Any additional expense in this category will need prior written authorization from the Client.

The wave run up analysis is expected to be completed by the beginning of April.

Fiscal Impact

The fiscal impact is for engineering services are \$16,800.00. The cost to reconstruct the park is unknown at this time.

Recommendation(s)

Staff update

Attachments

- **Transystems proposal**

February 5, 2025

Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Proposal for Professional Surveying, Engineering, Permitting & Bidding Services
Kitty Stuart Park – Wall reconstruction along CCCL

Dear Megan:

Thank you for the opportunity to present our proposal to perform Professional Engineering, Permitting & Surveying Services for the reconstruction of the wall to be constructed along the Coastal Construction Control Line. It is our understanding the proposed wall is to be 30 inches to 36 inches in height and the wall is to protect the park from wind blown sand and not resist a Hurricane force storm. Transystem will work with Clarson Consulting to provide the City with a turn key project through the construction bidding process the construction of the wall. We offer the following.

OUR SERVICES WILL INCLUDE:

I. CONSTRUCTION PLANS AND SPECIFICATION PREPARATION:

1. Prepare a Boundary Survey with Topography to the mean high water line for wave run-up modeling analysis. Survey to also include the location of the CCCL and FEMA flood zone information.
2. Perform Geotechnical Investigation for the structural analysis and subsurface investigation to determine the location of existing walls/debris
3. Perform a Wave Run-Up analysis
4. Prepare construction plans and specification, signed and sealed.
5. Review contractor request for additional information.
6. Provide Construction Bidding assistance
7. Provide two construction inspections
8. Final certification and project close-out

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We will provide the above Services for a Total Lump Sum Fee: Sixteen Thousand Eight Hundred Dollars (\$16,800.00)

Any services not specifically mentioned above are not included in this proposal. Any additional work requested by the client or contractor will be billed at our hourly rates.

TO BE PROVIDED BY CLIENT:

- All applicable permit fees, impact fees, and letter of ownership (from title company or attorney).
- Documentation of ownership and/or authorization for permitting.

If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.



Albert Carrier, P.E., PSM
Vice President | Project Management



Memorandum

Meeting Details: March 26, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Court of Honor update

Background

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 branch of the military at each point and an American Flag at the center and four benches along the exterior for patrons to be able to sit and enjoy the space.

The project is ready to be placed out to bid with the consensus to proceed as designed.

Fiscal Impact

FY2025 has \$250,000 budgeted for the construction of the court of honor.

Recommendation(s)

Staff recommends the Board of Commissioners approve

Attachments

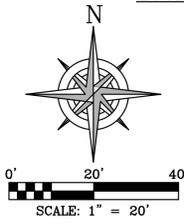
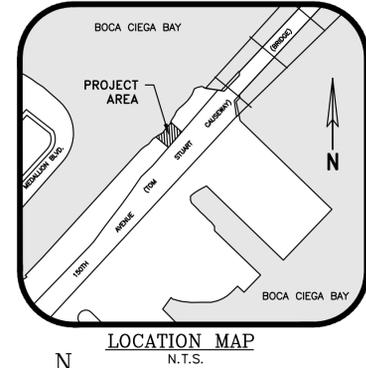
- **Court of Honor Plans**

LEGEND

- S. SET
- F. FOUND
- L.P. IRON PIPE
- L.P. IRON PIPE
- M&D NAIL & DISK
- C.M. CONCRETE MONUMENT
- A/C AIR CONDITIONER
- AC. ACRES
- B.F.P.D. BACK FLOW PREVENTION DEVICE
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- CENTRAL LINE CENTRAL LINE
- CLF CHAIN LINK FENCE
- CMF CORRUGATED METAL PIPE
- C.O. CLEANOUT
- CONC. CONCRETE
- CS CONCRETE SLAB
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- CTV CABLE TELEVISION
- (D) DEED
- DEP. DEPARTMENT OF ENVIRONMENTAL PROTECTION
- EL. ELEVATION
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- INVERT INVERT
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- LP LIGHT POLE
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- MAS MASONRY
- MES METERED END SECTION
- MH MANHOLE
- MHW NEAR HIGH WATER LINE
- NOVD NATIONAL GEODETIC VERTICAL DATUM
- O/H OVERHEAD WIRES
- O.R. OFFICIAL RECORD
- PLB PLAT BOOK
- PG PAGE/PAGES
- POB POINT OF BEGINNING
- PRM PERMANENT REFERENCE MONUMENT
- PVC POLYVINYL CHLORIDE
- R. RADIUS
- (R) RECORD
- RCP REINFORCED CONCRETE PIPE
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- RNG. RANGE
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- SAW SANITARY
- SOD SANITARY CLEAN-OUT
- SEC. SECTION
- SQ. FT. SQUARE FEET
- TBM TEMPORARY BENCHMARK
- TOP TOP OF BEAM
- TOS TIDE OF SLOPE
- TRANS. TRANSFORMER
- TWP TOWNSHIP
- UP UTILITY POLE
- WF WOOD FENCE
- WM WATER METER

PROPOSED LEGEND

- DIRECTION OF FLOW
- EXISTING ELEVATION
- * ELEVATIONS ARE BASED ON NAVD-1988
- PROPOSED ELEVATION
- TC = TOP OF CURB
- EP = EDGE OF PAVEMENT
- (MEG = MATCH EXISTING GRADE)
- 6" CHAIN LINK FENCE
- SILT FENCE
- (7) NUMBER OF PROPOSED PARKING SPACES
- X REMOVE EXISTING TREE



CALL 811
SUNSHINE STATE ONE CALL OF FLORIDA
www.call811.com
(800) 432-4770
MIN. 2 FULL BUSINESS DAYS BEFORE YOU EXCAVATE.

SITE DATA TABLE:

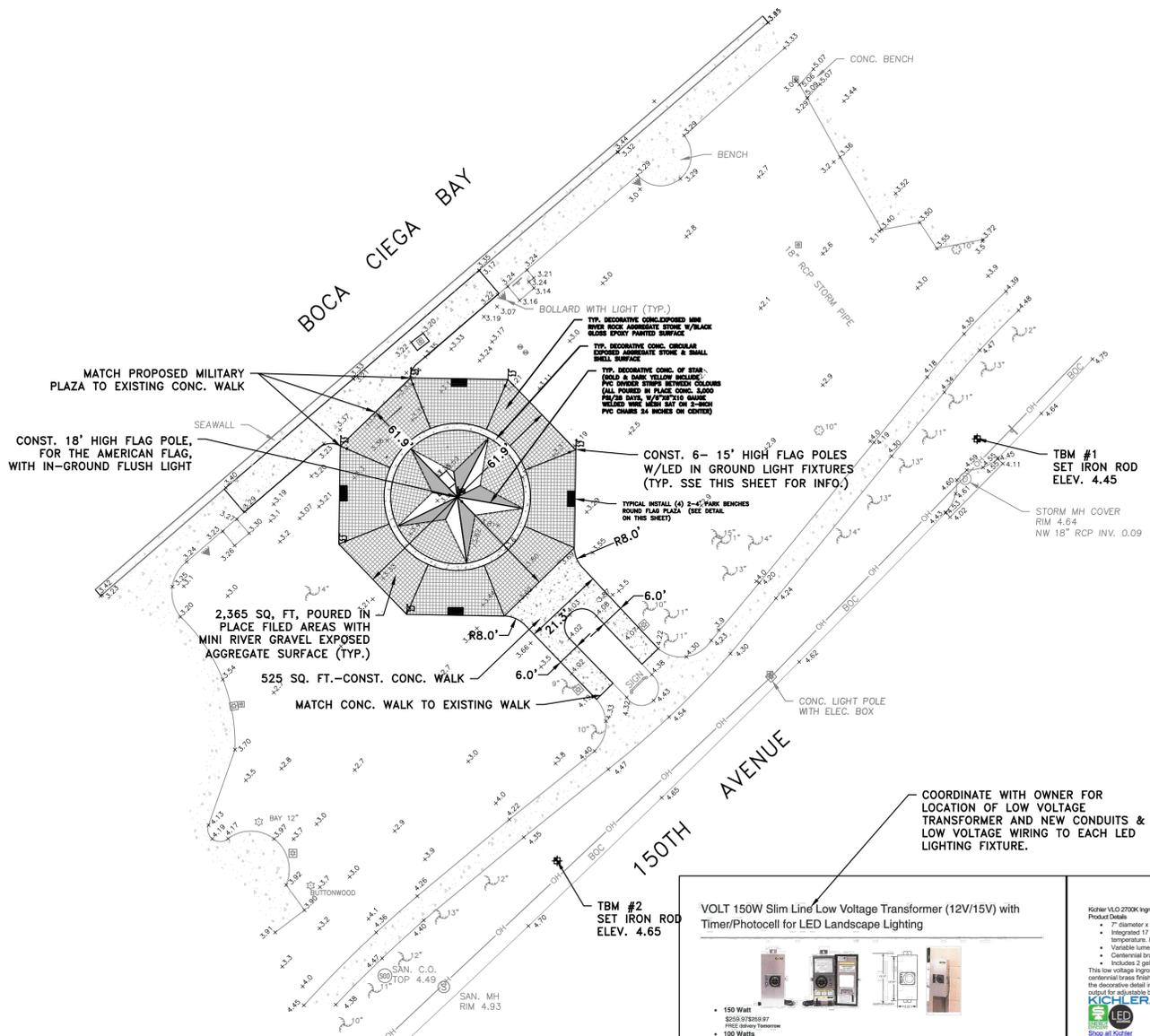
SITE LOCATION: 150th AVENUE JUST SOUTH OF TOM STUART CAUSEWAY BRIDGE MADEIRA BEACH, FLORIDA

PROPERTY OWNER: CITY OF MADEIRA BEACH 300 MUNICIPAL DR. MADEIRA BEACH, FL. 33708 ATTN: WALTER PIERCE	CIVIL ENGINEER & SURVEYOR: DEUEL & ASSOCIATES 565 SOUTH HERCULES AVENUE CLEARWATER, FL 33764 (727) 822-4151-TEL (727) 821-7255-FAX
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CONTACT: JONATHAN EVANS
PH.: (727) 391-9951

FLOOD ZONE: AE - EL. 10
MAP PANEL ID: 12103C0191G
REVISED MAP: SEPTEMBER 3, 2003

ZONING: P-SP **PROPOSED USE:** PARK
FUTURE LAND USE: PLANNED DEVELOPMENT-MIXED USE
PIN: 09/31/15/00000/140/0410



VOLT 150W Slim Line Low Voltage Transformer (12V/15V) with Timer/Photocell for LED Landscape Lighting

• 150 Watt	• FREE delivery Transformer
• 100 Watts	• FREE delivery Transformer
• \$199.97/199.97	• FREE delivery Transformer
• 300 Watts	

Brand: VOLT
Power Source: Corded Electric
Product Dimensions: 3.7"D x 5.5"W x 15.33"H
Mounting Type: Wall Mount
Specification Met: ETL

About this item

- LOW PROFILE MAGNETIC TRANSFORMER** - To make this transformer slimmer, lighter and simpler to install, we eliminated unnecessary voltage taps. Just use the 12V and 15V taps; that's all you need for a small to medium sized LED landscape lighting system. The 12V tap enables you to compensate for voltage loss on a long or heavily loaded wire run. Note: Never load any transformer to more than 80 percent of its capacity (120W for this model).
- MODULAR TIMER WITH PHOTOCELL INCLUDED** - Visible through the housing window, this timer can be set for simple dusk-to-dawn operation or set to turn off after a certain number of hours. The photocell built into the timer.
- EASY INSTALL** - The clamp-type terminal blocks are impressively easy to use - taking seconds to connect - compared to many minutes of frustrating work for standard terminal blocks. Just insert the stripped wire and close the clamp! Accepts up to 10-gauge wire.
- HIGH PERFORMANCE** - This low voltage transformer's laminated core allows for more reliable, efficient, cooler and quieter operation than comparable EI laminated types. It's also superior to electronic transformers, which may not be compatible with LED circuits, suffer from extensive voltage loss, and are subject to overheating and premature failure.
- LIFETIME WARRANTY** - With an industry-leading warranty, this Slim Line Transformer is designed for a lifetime of worry-free use - we guarantee it. The core, stainless steel enclosure and all electrical components are backed by our lifetime warranty.

Kichler VLD 2700K Inground LED Low Voltage Landscape Light

Product Details

- 7" diameter x 8" high. Wet location rated for outdoor use. 12v - low voltage.
- Integrated 17 watt LED module. Variable lumen output system: adjust to 350, 550, or 850 lumens. 2700K color temperature. 80 CRI. Rated for 50,000 hours. 60 degree beam angle.
- Variable lumen output low voltage LED in-ground landscape light, from Kichler.
- Central brass finish over brass construction.
- Includes 2-gal filled wire nuts, magnetic key, 2 replacement screws, future, rubber washer and thumbscrew.

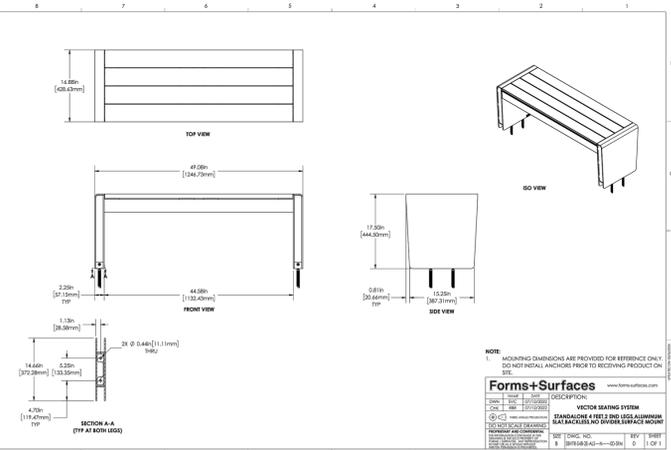
This low voltage in-ground landscape light by Kichler works to attract fire from a desired location in the ground. The central brass finish works to complement surrounding areas with richness and warmth. The clear diffuser reinforces the decorative detail in the design. An integrated LED module provides energy efficient illuminate with a variable lumen output for adjustable brightness.

Style:	Contemporary
Finish:	Bronze
Type:	Low Voltage
Color:	Brown
Brand:	Kichler

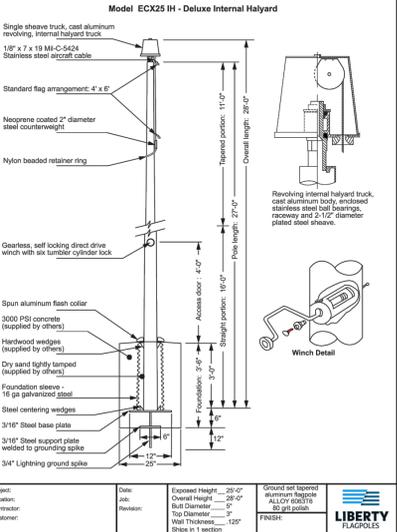
Product Attributes

Height:	8.00 inches
Depth:	7.00 inches
Manufacturer Number:	1625CIBR27

Technical Specifications



Feb 20, 2020 1:25pm X:\2019\2019-74 Military Court of Honor, 911 Memorial\Engineering\2019-74E-SP - Revised 2-11-2020



REV.#	DATE	REVISION	BY	CHECKED:

DESIGN:	APC
DRAWN:	PJL
CHECKED:	BAB

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE: 727.822.4151
WWW.DEUJENGINERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

150TH AVE. - 911 MEMORIAL SITE PLAN
MADEIRA BEACH, PINELLAS COUNTY FLORIDA

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL, ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

WORK ORDER NO.	2019-74
DATE:	NOVEMBER 11, 2019
SCALE:	1" = 20'
SHEET NO.	2 OF 4

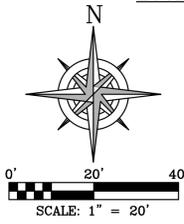
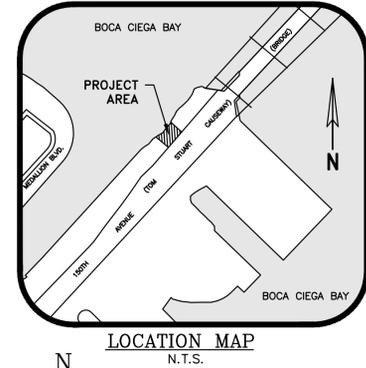
ALBERT P. CARRIER, P.E. 53990

LEGEND

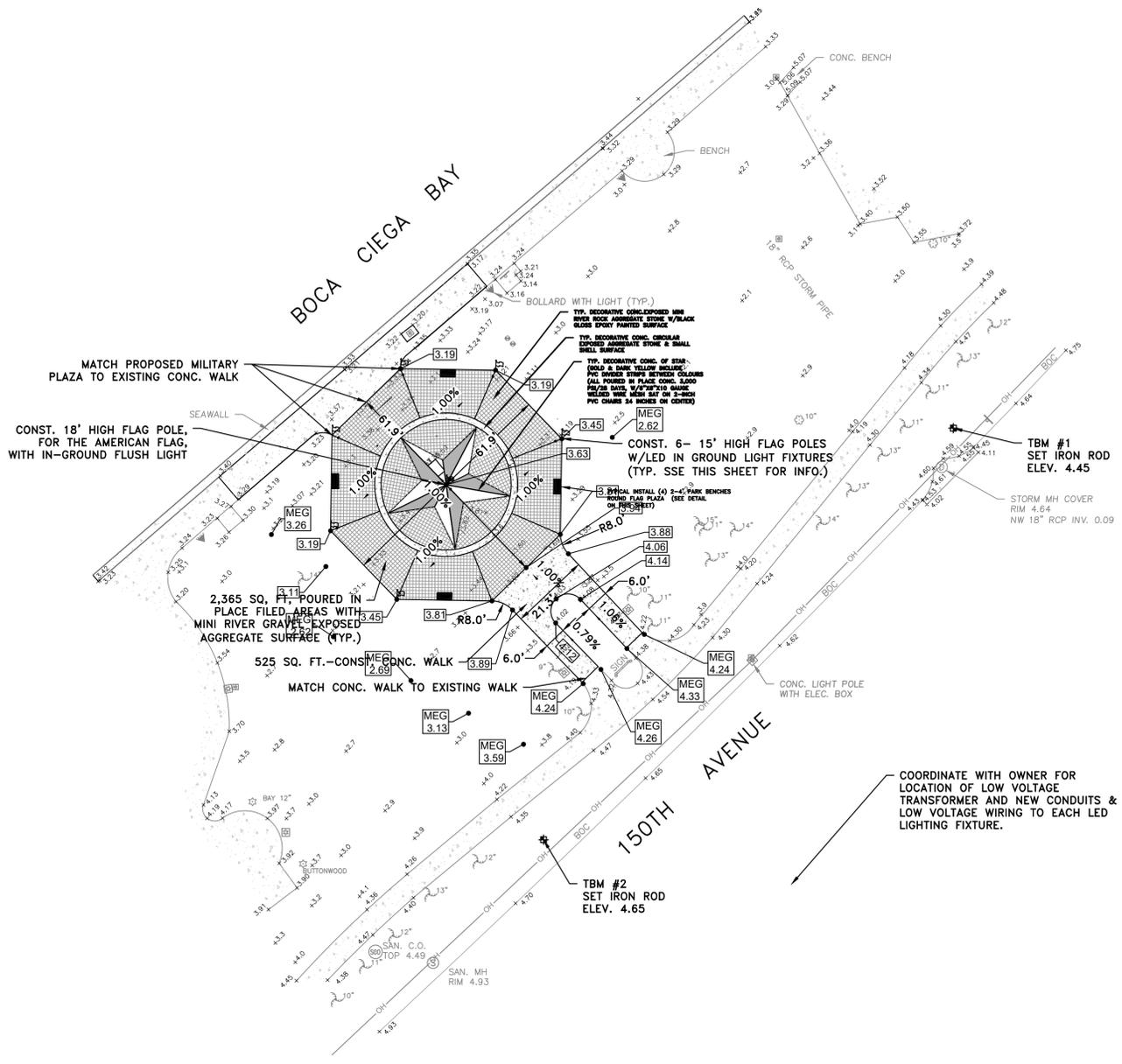
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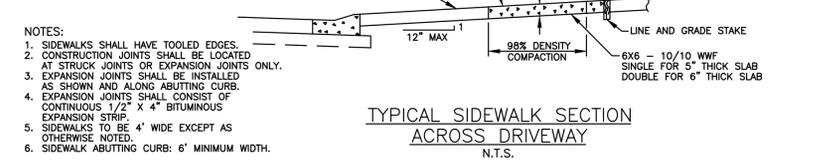
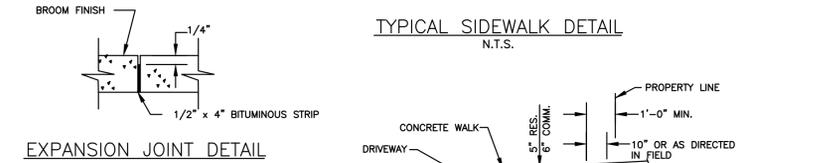
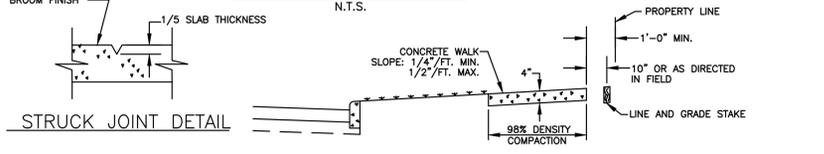
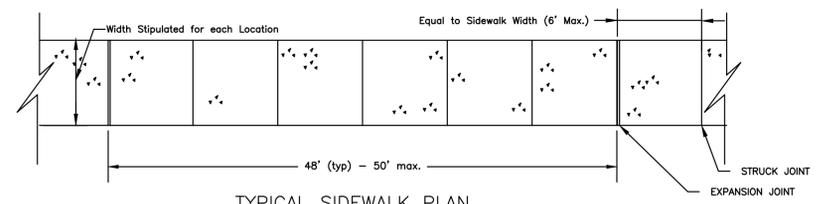
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- 6" CHAIN LINK FENCE
- SILT FENCE
- NUMBER OF PROPOSED PARKING SPACES
- REMOVE EXISTING TREE



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ONE CALL
OF FLORIDA
www.callsunshine.com
(800) 432-4770
MIN. 2 FULL BUSINESS DAYS
BEFORE YOU EXCAVATE.



COORDINATE WITH OWNER FOR LOCATION OF LOW VOLTAGE TRANSFORMER AND NEW CONDUITS & LOW VOLTAGE WIRING TO EACH LED LIGHTING FIXTURE.



- NOTES:
1. SIDEWALKS SHALL HAVE TOOLED EDGES.
 2. CONSTRUCTION JOINTS SHALL BE LOCATED AT STRUCK JOINTS OR EXPANSION JOINTS ONLY.
 3. EXPANSION JOINTS SHALL BE INSTALLED AS SHOWN AND ALONG ABUTTING CURB.
 4. EXPANSION JOINTS SHALL CONSIST OF CONTINUOUS 1/2" x 4" BITUMINOUS EXPANSION STRIP.
 5. SIDEWALKS TO BE 4' WIDE EXCEPT AS OTHERWISE NOTED.
 6. SIDEWALK ABUTTING CURB: 6' MINIMUM WIDTH.

TYPICAL SIDEWALK SECTION ACROSS DRIVEWAY
N.T.S.

Feb 20, 2025 - 1:25pm X:\2019\2019-74 Military Court of Honor, 911 Memorial\Engineering\2019-74E SP - Revised 2-11-25.dwg

DESIGN:	APC
DRAWN:	PJL
CHECKED:	BAB
BY:	

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE: 727.822.4151
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

150TH AVE. - 911 MEMORIAL
PAVING, GRADING & DRAINAGE PLAN
MADEIRA BEACH, PINELLAS COUNTY FLORIDA

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WORK ORDER NO.	2019-74
DATE	NOVEMBER 11, 2019
SCALE	1" = 20'
SHEET NO.	3 OF 4

ALBERT P. CARRIER, P.E. 53990

GENERAL CONSTRUCTION NOTES

- ALL RIGHT-OF-WAY INSTALLATIONS WILL BE IN ACCORDANCE WITH PRACTICES REFERENCED IN THE STATE OF FLORIDA UTILITIES ACCOMMODATIONS MANUAL.
- ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN PINELLAS COUNTY LAND DEVELOPMENT, ZONING AND/OR RELATED ORDINANCES, AND MINIMUM TESTING FREQUENCY REQUIREMENTS.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CHECK THE PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
- ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS WHICH ARE FROM THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.
- AT LEAST THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES, AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHIN IT'S PRESENT, MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- BACKFILL MATERIAL SHALL BE SOLIDLY TAMPED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- SITE WORK COMPACTE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
- ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION IS TO BE ALLOWED.
- ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED, ARE TO BE SEEDED AND MULCHED TO DOT STANDARDS, AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS, ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER OF RECORD, HAVE BEEN OBTAINED. ANY WASHOUTS, REGRADING, RESEEDING, AND GRASSING WORK, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE, BY THE REGULATORY AGENCY AND ENGINEER OF RECORD.
- THE SOILS ENGINEER IS TO SUPPLY THE ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS, AND WRITING RESULTS. THE SOILS ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN A LETTER, THAT ALL TESTING REQUIREMENTS, REQUIRED BY THE LOCAL REGULATORY AGENCY, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE IMPROVEMENTS, AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS, HAVE BEEN SATISFIED.
- THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE.
- THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.
- ALL SODDING, SEEDING AND MULCHING SHALL INCLUDE WATERING AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE OWNER.
- SAFE PEDESTRIAN TRAFFIC IS TO BE MAINTAINED AT ALL TIMES.
- SIGNS AND BARRICADES SHALL BE IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS" INDEXES 600 THROUGH 670 (LATEST EDITIONS).
- ANY SIDEWALK WHICH BECOMES UNDERMINED MUST BE REMOVED AND REPLACED. SIDEWALKS ARE TO BE RECONSTRUCTED WITHIN THREE (3) DAYS AFTER REMOVAL. WHEN EXISTING SIDEWALK IS REMOVED, IT IS TO BE REMOVED TO THE NEAREST JOINT.
- PLACE EXPANSION JOINTS WHERE 4" AND 6" CONCRETE ABUT.
- PLACE EXPANSION JOINT BETWEEN BACK-OF-CURB AND CONCRETE DRIVEWAY.
- SAW CUT EXISTING EDGE-OF-PAVEMENT PRIOR TO REMOVAL OF CURB AND PLACEMENT OF ASPHALT.
- COMPACTION FOR PIPE BACKFILL SHALL COMPLY WITH AASHTO T-99 (100 %).
- DISTURBED AREA WITHIN THE RIGHT-OF-WAY WILL BE COMPACTED TO 100% OF MAXIMUM DENSITY AND SODDED.
- DO NOT DISTURB EXISTING UNDERDRAIN OR STORM SYSTEMS. IF FILTRATION DIRT IS DISTURBED, CONTACT THE AREA INSPECTOR WITH THE CITY HIGHWAY DEPARTMENT FOR ASSISTANCE.
- COORDINATE THE CUTTING OF DRIVEWAYS WITH OWNER PRIOR TO CUT. ALL DRIVEWAYS WILL BE IN PASSABLE CONDITION AT END OF WORK DAY.
- CONCRETE DRIVEWAYS PERMITTED TO BE CUT ARE TO BE RESTORED WITH 6" OF 3000 PSI CONCRETE WITH 6" X 6" 10 GAUGE WIRE WELDED FABRIC. PLACE 1/2" EXPANSION JOINT BETWEEN BACK DRIVE AND DRIVEWAY AT OR NEAR CUTS THAT BECOMES UNDERMINED WILL BE REMOVED PRIOR TO CONCRETE BEING PLACED. EXISTING CRACKS IN DRIVEWAYS ARE TO BE DOCUMENTED AS PRE-EXISTING OR THAT SECTION REPLACED AT THE CITY HIGHWAY DEPARTMENT'S OPTION. AREA BENEATH PATCH TO BE MECHANICALLY TAMPED PRIOR TO PLACING CONCRETE. MINIMUM REPAIR WIDTH TO BE 5" WITH NO SECTION LEFT SMALLER THAN 5".
- ASPHALT DRIVES PERMITTED TO BE CUT ARE TO BE RESTORED UTILIZING THE SAME MATERIAL AS EXISTING BASE WITH MINIMUM 6" THICKNESS, COMPACTED AND PRIMED. ASPHALT IS TO MATCH EXISTING THICKNESS WITH A MINIMUM OF 1 1/2" THICKNESS. ASPHALT TO BE PC-3 OR ALTERNATE APPROVED BY THE COUNTY HIGHWAY DEPARTMENT PRIOR TO USE. ASPHALT IS TO BE COMPACTED TO ACHIEVE DENSITY REQUIREMENTS FOR PC-3. RECEIPTS AND DELIVERY TICKETS SHOULD REFLECT SUPPLIER AND HIS CERTIFICATION AS TO TYPE OF ASPHALT SUPPLIED.
- TYPE OF SOD USED TO RESTORE OWNER-MAINTAINED AREA IN RIGHT OF WAY SHALL BE COORDINATED WITH OWNER.
- NO STOCKPILING OF MATERIAL IN ROADWAY OR ON SIDEWALK; ALL DIRT AND DEBRIS WILL BE REMOVED FROM JOB SITE DAILY. ROADS AND SIDEWALK TO BE SWEEP DAILY AS PART OF DAILY CLEAN-UP.
- ANY PORTION OF THE ROADWAY THAT SUSTAINS EXCESSIVE CONSTRUCTION RELATED DAMAGE, IN THE OPINION OF THE COUNTY HIGHWAY DEPARTMENT, SHALL BE REPAIRED AT CONTRACTOR EXPENSE IN A MANNER SPECIFIED BY THE COUNTY HIGHWAY DEPARTMENT.
- THE PERMITTEE'S ATTENTION IS DIRECTED TO THE PROVISIONS OF THE TRENCH SAFETY ACT (FLORIDA STATUTES, SECTION 553.60 ET SEQ.) AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS (29 C.F.R. SECTION 1926.650, SUBPART P) WHICH SHALL APPLY TO CONSTRUCTION, OPERATION AND MAINTENANCE PURSUANT TO THIS PERMIT.
- NOTIFY PROPERTY OWNERS REGARDING SPRINKLER SYSTEM, PLANTS AND MAIL BOXES THAT WILL BE DISTURBED DURING CONSTRUCTION PRIOR TO STARTING WORK.
- PRIOR TO COMMENCEMENT OF WORK AND/OR PRIOR TO START OF RESTORATION, COORDINATE THROUGH A "WALK-THROUGH" WITH THE COUNTY HIGHWAY DEPARTMENT REPRESENTATIVE TO ENSURE MUTUAL AGREEMENT REGARDING SUCH MATTERS AS EXTENT OF ROADWAY TO BE OVERLIED AFTER PATCHING, THE EXTENT OF DRIVEWAY REPLACEMENT -- ESPECIALLY CONCRETE, ETC.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A SAFE AND EASILY ACCESSIBLE PAVED OR UNPAVED PATHWAY FOR PEDESTRIAN TRAFFIC THROUGH THE WORK ZONE FOR THE DURATION OF THE CONSTRUCTION PROJECT. IF THE PATHWAY LIES ALONG A DESIGNATED SCHOOL-WALKING ROUTE THEN THE CONTRACTOR MUST PROVIDE ADEQUATE SUPERVISION AND/OR GUIDANCE TO THE SCHOOL AGE STUDENTS AS THEY TRAVERSE THRU THE WORK ZONE.

GRADING AND DRAINAGE NOTES

- ALL DELETERIOUS SUBSTANCE MATERIAL, (I.E. MUCK, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, OR AS DIRECTED BY THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING, OR SHORING, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS.
- PVC STORM PIPE, 12" AND SMALLER SHALL CONFORM TO AWWA C-900, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
- ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE RAISED RATED FOR H-20 LOADINGS.
- THE CONTRACTOR IS TO SOD THE RETENTION/DETENTION POND AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
- MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY.

PAVING NOTES

- PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
- THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
- ALL PAVEMENT MARKINGS SHALL BE MADE WITH TRAFFIC PAINT IN ACCORDANCE TO FDOT STANDARD SPECIFICATIONS 971-12 OR 971-13. PARKING STALL STRIPING TO BE 4" WIDE PAINTED WHITE STRIPES.
- THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
- STANDARD INDEXES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".

PAVING, GRADING & DRAINAGE TESTING AND INSPECTION REQUIREMENTS

- THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S SOILS ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL.
- THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

WATER SYSTEM NOTES

- ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- ALL WATER SYSTEM WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C 150) AND ANSI A 21.51 (AWWA C 151) AND PIPE SHALL RECEIVE EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8 OR A 21.51. SHALL BE MORTAR LINED, STANDARD THICKNESS, AND BITUMINOUS SEALED IN ACCORDANCE WITH ANSI A (AWWA C 104-71).
- ALL FITTINGS LARGER THAN 2" SHALL BE DUCTILE IRON CLASS 53 IN ACCORDANCE WITH AWWA C-110 WITH A PRESSURE RATING OF 350 PSI. JOINTS SHALL BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-111. FITTINGS SHALL BE CEMENT MORTAR LINED AND COATED IN ACCORDANCE WITH AWWA C-104.
- ALL PVC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900. PIPE SHALL BE CLASS 150 AND MEET THE REQUIREMENTS OF SDR 18 IN ACCORDANCE WITH ASTM D-2241.
- WATER MAIN PIPING OF LESS THAN 4" SHALL BE PER PVC SDR26.
- ALL FITTINGS 2" AND SMALLER SHALL BE PVC SDR21 WITH PUSH ON JOINTS.
- ALL GATE VALVES 2" OR LARGER SHALL BE RESILIENT SEAT OR RESILIENT WEDGE MEETING ARE THE REQUIREMENTS OF AWWA C509
- ALL FIRE HYDRANTS SHALL MEET THE REQUIREMENTS OF AWWA C502 AND SHALL BE APPROVED BY THE LOCAL UTILITY AND FIRE MARSHAL.
- THE CONTRACTOR IS TO INSTALL TEMPORARY BLOW-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.
- THRUST BLOCKING SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS.
- MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY CODES.
- THE IRRIGATION SYSTEM SHALL HAVE COLOR CODED PIPING AND LABELING ON THE PIPE TO INSURE DIFFERENTIATION FROM POTABLE WATER PIPING.

WATER SYSTEM TESTING AND INSPECTION REQUIREMENTS

- THE PERMIT HOLDER SHALL MAKE THE APPLICABLE TESTS PRESCRIBED IN SECTIONS 312.2 THROUGH 312.9 OF THE 2004 FLORIDA BUILDING CODES, AS UPDATED, TO DETERMINE COMPLIANCE WITH THE PROVISIONS OF THIS CODE. THE PERMIT HOLDER SHALL GIVE REASONABLE ADVANCE NOTICE TO THE CODE OFFICIAL WHEN THE PLUMBING WORK IS READY FOR TESTS. THE EQUIPMENT, MATERIAL, POWER AND LABOR NECESSARY FOR THE INSPECTION AND TEST SHALL BE FURNISHED BY THE PERMIT HOLDER, AND THE PERMIT HOLDER SHALL BE RESPONSIBLE FOR DETERMINING THAT THE WORK WILL WITHSTAND THE TEST PRESSURE PRESCRIBED IN THE ABOVE MENTIONED SECTIONS. ALL PLUMBING SYSTEM PIPING SHALL BE TESTED WITH EITHER WATER OR, FOR PIPING SYSTEMS OTHER THAN PLASTIC, BY AIR. AFTER THE PLUMBING FIXTURES HAVE BEEN SET AND THEIR TRAPS FILLED WITH WATER, THE ENTIRE DRAINAGE SYSTEM SHALL BE SUBMITTED TO FINAL TESTS. THE CODE OFFICIAL SHALL REQUIRE THE REMOVAL OF ANY CLEANOUTS IF NECESSARY TO ASCERTAIN WHETHER THE PRESSURE HAS REACHED ALL PARTS OF THE SYSTEM.
- ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER AND THE CODE OFFICIAL. CONTRACTOR TO NOTIFY OWNER'S ENGINEER AND CODE OFFICIAL 48 HOURS IN ADVANCE OF PERFORMING TESTS.

HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR SEWER FORCE MAINS AND RECLAIMED WATER PIPELINES.

- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST FIVE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST FIVE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.006(2)(c), F.S., AND RULE 64E-6.002, F.A.C.

VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES

- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

SANITARY SEWER NOTES

- ALL SANITARY SEWER MAINS & LATERALS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, SDR 35 OR AS OTHERWISE INDICATED ON THE CONSTRUCTION DRAWINGS.
- ALL SANITARY SEWER WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
- PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW WORK TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY LOCATION AND ALL ELEVATION OF EXISTING CONNECTION POINT AND NOTIFY OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
- PVC PIPE AND FITTINGS SHALL CONFORM TO ASTM SPECIFICATIONS DESIGNATION D-3034-77C, MA SDR 35. INSTALLATION OF SDR 35 PIPE SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ASTM SPECIFICATION SECTION D2321. ALL SANITARY SEWER PIPELINES SHALL BE SOLID GREEN IN COLOR.
- ALL PVC FORCE MAINS SHALL BE CLASS 200, SDR 21, COLOR GREEN, WITH A GREEN MAGNETIC TAPE A MINIMUM OF 2" WIDE, PLACED 1 FOOT BELOW THE PROPOSED GRADE. THE PRINTING ON THE MAGNETIC TAPE SHOULD READ "FORCEMAIN".
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C 150) AND ANSI A21.51 (AWWA C 151). DUCTILE IRON PIPE SHALL RECEIVE INTERIOR AND EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8, OR A 21.51.
- ALL SANITARY SEWER GRAVITY MAINS OR SANITARY SEWER FORCEMAINS THAT REQUIRE D.I.P. ARE TO BE POLYUNED OR EPOXY UNED.
- ALL SANITARY SEWER COVERS SHALL BE TRAFFIC RATED FOR H-20 LOADING.

SANITARY SEWER TESTING AND INSPECTION REQUIREMENTS

- ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A TELEVISION INSPECTION BY THE OWNER'S CONTRACTOR. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
- THE CONTRACTOR SHALL PERFORM AN EXFILTRATION TEST ON ALL GRAVITY SEWERS INSTALLED IN ACCORDANCE WITH THE REGULATION AGENCY HAVING JURISDICTION. MAXIMUM ALLOWABLE INFILTRATION RATE: 200 GPD PER INCH CIRCUMFERENCE PER LINE. TEST RESULTS ARE TO BE SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. LINED AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
- ALL FORCE MAINS SHALL BE SUBJECT TO A HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE LOCAL REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

S.W.F.W.M.D. / EROSION CONTROL NOTES

- DURING CONSTRUCTION SEDIMENT IS TO REMAIN ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO INITIATING AND DURING ALL PHASES OF LAND CLEARING AND CONSTRUCTION TO PREVENT SOIL EROSION AND SILTATION.
- ROUGH EXCAVATE RETENTION AREAS.
- DIRECT ALL SURFACE DRAINAGE TOWARD RETENTION AREA DURING CONSTRUCTION.
- AFTER PAVING, GRADE RETENTION AREAS TO CONTOURS, SHAPE AS SHOWN AND SOD.
- ALL DISTURBED CONDITIONS SHALL BE RESTORED TO NATURAL CONDITIONS OR BETTER.
- ALL SIDE SLOPES OF RETENTION OR SWALE AREAS SHALL BE STABILIZED BY VEGETATION OR OTHER MATERIALS TO MINIMIZE EROSION AND PROTECT THE STORMWATER BASIN.

NOTE: PLAN CONFLICTS, SHOWN OR UNSHOWN, WITH OTHER EXISTING SITE IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ADJUSTMENTS AND PROTECT OR REINSTALL ALL DISTURBED EXISTING UTILITIES, PHONE LINES, POWER LINES, POWER SUPPORT CABLES, SPRINKLER LINES AND CONTROLS, MECHANICAL PIPELINES OR UNDERGROUND POWER CABLES AND RETURN EXISTING CONCRETE WALKS, DUMPSTER PADS, FENCE, HANDRAIL, VALVES, HYDRANTS, GUY WIRES, ELECTRIC BOXES AND PIPELINES WHICH SHALL BE REPAIRED OR REINSTALLED AS INCIDENTAL TO THE COST OF WORK SHOWN HEREUNDER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESOLVE ANY CONFLICTS PRIOR TO AWARD OF THE CONTRACT.

NOTE: REQUIRED EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AS PROVIDED BY CHAPTERS 400-4 & 400-40 F.A.C. INITIATION OF CIVIL PENALTY PROCEDURES PURSUANT TO SECTION 373.129, F.A.C. CAN RESULT IN A PENALTY NOT TO EXCEED \$10,000 PER OFFENSE WITH EACH DATE DURING WHICH SUCH VIOLATION OCCURS CONSTITUTING A OFFENSE.

MAINTENANCE AND OPERATIONS INSPECTIONS FOR STORMWATER DISCHARGE FACILITY

- ALL SODDED AREAS SHALL BE MOWED AND MAINTAINED PROPERLY.
- UNDER NO CIRCUMSTANCES SHALL THE RETENTION AREA BE FILLED WITH ANY OTHER SUBSTANCE THAN STORMWATER.
- SWALE AREAS SHALL BE KEPT CLEAN AND FREE OF ANY OBSTRUCTIONS.
- IF DAMAGE TO THE SYSTEM DOES OCCUR, THE SYSTEM SHALL BE RECONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLAN.

OPERATION & MAINTENANCE OF THE STORMWATER SYSTEM

THE OWNER SHALL PERIODICALLY MONITOR THE STORMWATER SYSTEM (PIPE CONVEYANCE SYSTEM AND RETENTION POND) FOR SILT AND SEDIMENTATION BUILD UP. THE PIPE CONVEYANCE SYSTEM SHALL BE FLUSHED, AS DEEMED NECESSARY, NOT LESS THAN TWICE A YEAR. ALL MATERIAL SHALL BE COLLECTED DOWNSTREAM AND REMOVED. THE RETENTION POND SHALL BE KEPT MOWED AND THE BOTTOM FREE OF DEBRIS. IF WATER STANDS IN THE POND MORE THAN 48 HOURS THE OWNER SHALL RAKE AND/OR SCARIFY THE POND BOTTOM, AS DEEMED NECESSARY AND NO LESS THAN TWICE A YEAR TO RESTORE THE PERCOLATION CHARACTERISTICS OF THE POND. THE OWNER WILL BE RESPONSIBLE TO MAKE SURE THAT TO THE BEST OF HIS ABILITY NOTHING ENTERS THE SYSTEM BESIDES STORMWATER THAT COULD DETERIORATE THE FUNCTIONING CAPABILITIES OF THE SYSTEM, I.E. GASOLINE, OIL, GREASE, CHEMICALS, ETC.

THE POND UNDERDRAIN SYSTEM SHALL BE INSPECTED ANNUALLY AND RETROFITTED AND FLUSHED SEMI-ANNUALLY. CLOGGED OR SPENT FILTER MATERIAL SHALL BE DISPOSED OF IN ALL MANNERS AS WITH THE HANDLING OF HAZARDOUS WASTE. THE SPENT FILTER MATERIAL SHALL BE DISPOSED OF IN A PERMITTED FACILITY.

NOTICE TO ALL CONTRACTORS AND DEVELOPERS

THE DOMESTIC WATER SYSTEM AND THE STORM DRAIN FILTER SYSTEM FOR THIS PROJECT MUST BE INSPECTED BY OUR OFFICE IN ORDER THAT THEY BE CERTIFIED TO THE APPROPRIATE GOVERNMENTAL AGENCY. IT IS THEREFORE URGENT THAT OUR OFFICE BE NOTIFIED AT LEAST 24 HOURS PRIOR TO BACKFILLING OVER THESE FACILITIES. FAILURE TO DO SO WILL RESULT IN THESE FACILITIES HAVING TO BE UNCOVERED AND INSPECTED BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED. YOUR CERTIFICATE OF OCCUPANCY WILL BE WITHHELD UNTIL THE MATTER IS RESOLVED.

DEUEL & ASSOCIATES (727) 822-4151

CLEARING AND GRUBBING NOTES

- PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER.
- THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
- THE CONTRACTOR SHALL CLEAR AND GRUB, ONLY THOSE PORTIONS OF THE SITE, NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
- THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
- THE CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING STRUCTURES.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
- DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
- ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
- WHEN CONSTRUCTION IS COMPLETED, THE RETENTION/DETENTION AREAS WILL BE RESHAPED, CLEANED OF SILT, MUD AND DEBRIS, AND RE-SODDED IN ACCORDANCE TO THE PLANS.
- CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND EXISTING WETLANDS.
- THE SILT FENCE WILL NOT BE TRENCHED IN WHERE ADJACENT TO TREES DESIGNATED TO REMAIN. THE SILT FENCE MUST BE SECURED THROUGH THE PLACEMENT OF FILL OVER THE LOWER LIP OF THE BARRICADE.

PINELLAS COUNTY RIGHT OF WAY NOTES

- ALL PROPOSED WORK MUST COMPLY WITH FDOT INDEX NO.700 (LATEST EDITION).
- ALL R.O.W. INSTALLATIONS WILL BE IN ACCORDANCE WITH PRACTICES REFERENCED IN THE STATE OF FLORIDA UTILITIES ACCOMMODATIONS MANUAL.
- ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN PINELLAS COUNTY LAND DEVELOPMENT, ZONING AND/OR RELATED ORDINANCES, AND MINIMUM TESTING FREQUENCY REQUIREMENTS.
- SIGNS AND BARRICADES SHALL BE IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS" INDEXES 600 THROUGH 670 (LATEST EDITIONS).
- INSTALLATIONS INVOLVING CONCRETE AND ASPHALT DRIVEWAY, IN GOOD CONDITION, MUST BE ACCOMPLISHED BY JACK AND BORE OR PUSHING. NO JETTING IS ALLOWED.
- COMPACTION FOR PIPE BACKFILL SHALL COMPLY WITH AASHTO T-99(100%).
- DISTURBED AREA WITHIN THE R.O.W. WILL BE COMPACTED TO 100% OF MAXIMUM DENSITY AND SODDED.
- ANY PORTION OF THE ROADWAY THAT SUSTAINS EXCESSIVE CONSTRUCTION RELATED DAMAGE, IN THE OPINION OF PINELLAS COUNTY HIGHWAY DEPARTMENT, SHALL BE REPAIRED AT CONTRACTOR EXPENSE IN A MANNER SPECIFIED BY PINELLAS COUNTY HIGHWAY DEPARTMENT.
- SAFE PEDESTRIAN TRAFFIC IS TO BE MAINTAINED AT ALL TIMES.
- ANY SIDEWALK WHICH BECOMES UNDERMINED MUST BE REMOVED AND REPLACED. SIDEWALKS ARE TO BE RECONSTRUCTED WITHIN THREE(3) DAYS AFTER REMOVAL. WHEN EXISTING SIDEWALK IS REMOVED, IT IS TO BE REMOVED AT THE NEAREST JOINT.
- NO STOCKPILING OF MATERIAL IN ROADWAY OR ON SIDEWALK; ALL DIRT OR DEBRIS WILL BE REMOVED FROM THE JOB SITE DAILY. ROADS AND SIDEWALKS ARE TO BE SWEEP DAILY AS PART OF DAILY CLEAN-UP.
- PLACE EXPANSION JOINT BETWEEN BACK-OF-CURB AND CONCRETE SIDEWALK.
- PRIOR TO COMMENCEMENT OF WORK AND/OR PRIOR TO START OF RESTORATION, COORDINATE THROUGH A "WALK-THROUGH" WITH THE COUNTY HIGHWAY DEPARTMENT REPRESENTATIVE TO ENSURE MUTUAL AGREEMENT REGARDING SUCH MATTERS AS EXTENT OF ROADWAY TO BE OVERLIED AFTER PATCHING, THE EXTENT OF DRIVEWAY REPLACEMENT --- ESPECIALLY CONCRETE, ETC.
- HANDICAP RAMP SHALL BE INSTALLED ACCORDING TO FDOT IND.#304
- REMOVE & REPLACE ANY EXISTING SIDEWALK WITHIN PINELLAS COUNTY R.O.W. THAT HAS BEEN DAMAGED DUE TO DEMOLITION AND PORTIONS NOT MEETING A.D.A. REQUIREMENTS.
- A MINIMUM REQUIRED SIDEWALK SHOULDER CLEAR ZONE OF 2' FROM THE EDGE OF THE SIDEWALK WITH A MAXIMUM SLOPE OF 3/4" PER LINEAR FOOT. NO PERMANENT OBSTACLES ARE ALLOWED IN THIS AREA.
- LANE CLOSURES MUST BE SCHEDULED 48 HOURS IN ADVANCE WITH PINELLAS COUNTY PUBLIC WORKS AND SHALL NOT OCCUR DURING PEAK HOURS PERIODS OF 7AM TO 9AM AND 4PM TO 6PM.

LANDSCAPE NOTES:

- WARNING: ABOVE-GROUND AND/OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT. PROCEED WITH CAUTION: CALL 1-800-432-4770 48 HOURS PRIOR TO CONSTRUCTION.
- ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
- A ONE HUNDRED PERCENT (100%) COVERAGE IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL LANDSCAPED AREAS. SHALLOW WELLS, OPEN SURFACE WATER BODIES, OR RECLAIMED WATER MUST BE USED AS A SOURCE OF IRRIGATION WATER. THE IRRIGATION SYSTEM SHALL NOT BE CONNECTED TO CITY, COUNTY, OR MUNICIPAL WATER SOURCES UNLESS IT CAN BE DEMONSTRATED THAT THESE OTHER SOURCES ARE NOT AVAILABLE.
- IN THE EVENT THE IRRIGATION SYSTEM IS CONNECTED TO THE PUBLIC POTABLE WATER SUPPLY, THE IRRIGATION SYSTEM SHALL INCLUDE AN APPROVED BACK FLOW PREVENTER AT THE SERVICE CONNECTION (POINT OF CONNECTION).
- THE IRRIGATION SYSTEM MUST UTILIZE LOW VOLUME DESIGN SUCH AS LOW TRAJECTORY HEADS OR SOAKER HOSES TO PROVIDE DIRECT APPLICATION AND LOW EVAPORATION. SYSTEMS THAT OVER SPRAY AREAS THAT DO NOT REQUIRE IRRIGATION, SUCH AS PAVED AREAS WILL NOT BE ACCEPTABLE. HIGH IRRIGATION NEED AREAS MUST NOT OVER SPRAY LOW NEED AREAS.
- HIGH WATER DEMAND LANDSCAPE AREAS SUCH AS TURF MUST BE SERVED BY A SEPARATE IRRIGATION ZONE THAN LOW WATER NEED AREAS, SUCH AS PLANTER BEDS OR MULCHED AREAS WITH TREES. IN NO CASE SHALL ANY PLANTED VEGETATION AREA BE MORE THAN 50' FROM A WATER SUPPLY HOSE BIBB.
- THE IRRIGATION SYSTEM MUST BE OPERATED BY AN IRRIGATION CONTROLLER CAPABLE OF DIFFERENTIATING BETWEEN THE SCHEDULES OF HIGH AND LOW WATER DEMAND AREAS. CONTROLLERS MUST HAVE MULTIPLE CYCLE START CAPACITY AND A FLEXIBLE CALENDAR PROGRAM ABLE TO BE SET TO COMPLY WITH LOCAL OR WATER MANAGEMENT DISTRICT IMPOSED RESTRICTIONS.
- THE AUTOMATIC IRRIGATION SYSTEM MUST BE EQUIPPED WITH A RAIN SENSOR DEVICE OR SWITCH WHICH WILL OVERRIDE THE IRRIGATION CYCLE OF THE SPRINKLER SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. GROUND MOISTURE SENSING DEVICES ARE ENCOURAGED WHERE APPROPRIATE.
- UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED.
- SOILS WITHIN ALL PLANTING AREAS SHALL BE SUITABLE OR AMENDED FOR PROPOSED PLANTINGS WITH REGARDS TO PH, SOIL TEXTURE, SOIL STRUCTURE, AND SEASONAL HIGH WATER TABLE.
- ALL AREAS DISTURBED DURING CONSTRUCTION OR NOT DESIGNATED FOR TREES AND SHRUBS, SHALL RECEIVE SOD IN ORDER TO STABILIZE SOIL AND CONTROL STORMWATER RUNOFF.
- PER THE NEW FLORIDA BUILDING CODE, ALL IRRIGATION LINES AND HEADS MUST BE MAINTAINED A MINIMUM DISTANCE OF ONE FOOT FROM ALL STRUCTURES.
- ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS GIVEN IN, "GRADES AND STANDARDS FOR NURSERY PLANTS", LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- LOCATION OF PLANTS ON THE PLAN ARE DIAGRAMMATIC. THE PLANT MATERIAL LIST IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLANT LIST AND THE PLAN, THE PLAN SHALL PREVAIL.
- IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMUM GROWTH OF LANDSCAPE MATERIAL.
- THE CONTRACTOR SHALL INSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS, OR OTHER WASTE MATERIALS TO A DEPTH OF 24" PRIOR TO LANDSCAPE INSTALLATION.
- ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3" DEEP PINE BARK NUGGETS. TREE RINGS SHALL BE A MINIMUM 24" RADIUS. ALL TREES SHALL BE STAKED.
- ANY NEW SOD SHALL BE ARGENTINE BAHIA.CONTRACTOR SHALL DETERMINE EXACT QUANTITIES IN THE FIELD. SOD AREAS SHALL BE MAINTAINED BY THE CONTRACTOR FROM THE TIME OF INSTALLATION TO THE TIME OF FINAL ACCEPTANCE.
- TREES SHALL NOT BE TOPPED OR IMPROPERLY PRUNED. THE SHAPING OF TREES TO FORM CIRCLES, OVALS, SQUARES AND OTHER HARD EDGED GEOMETRIC PATTERNS IS PROHIBITED. NOT MORE THAN ONE-THIRD OF THE TREE CANOPY SHALL BE TRIMMED OR PRUNED IN ANY YEAR UNLESS IT IS DEAD.
- TREES, SHRUBS AND GROUND COVER SHALL BE INSTALLED IN PLANT PITS THAT ARE TWICE THE DIAMETER OF THE PLANT ROOT BALL. SOIL BACK FILL SHALL BE AERATED. CONTRACTOR SHALL ADD LOW NITROGEN CONTENT FERTILIZER TABLETS TO EACH PLANT PIT AT TIME OF PLANTING.
- ALL PLANT MATERIAL MUST BE 24" HIGH AT TIME OF INSTALLATION PLANTED 2 1/2' TO 3' ON CENTER AND MAINTAINED AT A MINIMUM HEIGHT OF 3 FEET.
- ALL LANDSCAPE MATERIALS PLANTED WITHIN THE SITE VISIBILITY TRIANGLES MUST BE MAINTAINED AT A HEIGHT NO GREATER THAN 36".
- ALL EXOTIC SPECIES, I.E., BRAZILIAN PEPPER (SCHINUS MOLLE), PUNK TREE (MELALEUCA QUINQUEFLOVA), AND CHINESE TALLOW (SAPIUM SEBIFERUM) MUST BE REMOVED AS A CONDITIONS OF SITE DEVELOPMENT. EXOTIC TREES AND SHRUBS SHALL BE CUT FLUSH WITH FINISH GRADE. RESULTING STUMPS SHALL BE REMOVED FROM THE SITE OR TREATED WITH AN APPROVED HERBICIDE. CONTRACTOR SHALL TRIM CUT STUMPS WITH GARLON 3A, TROOPER, OR RODEO HERBICIDE TO THE GAMBUNG LAYER AS PER MANUFACTURER'S INSTRUCTIONS, AT THE RECOMMENDED STRENGTH TO PREVENT RE-GROWTH. APPLY HERBICIDE IMMEDIATELY AFTER TRUNKS ARE CUT TO PREVENT SAP FROM SEALING WOUNDS. WHERE NECESSARY DUE TO THEIR PROXIMITY TO PROTECTED PLANT MATERIAL, HAND REMOVAL WILL BE REQUIRED. SHOULD THIS REMOVAL BE TO A DEGREE THAT A POTENTIAL FOR EROSION IS CREATED, THE AREA MUST BE RESTABILIZED WITH SUITABLE MATERIAL. REMOVE ALL WASTE MATERIALS PRODUCED BY THIS WORK FROM THE SITE AND DISPOSE OF THEM IN A LEGAL MANNER.
- ORGANIC MULCH AND/OR DROUGHT TOLERANT GROUND COVERS WILL BE INSTALLED IN ALL INTERIOR LANDSCAPE PLANTER BEDS.
- BE ADVISED THAT THE HEALTHY SURVIVAL OF ALL REQUIRED LANDSCAPE MATERIAL IS THE CONTINUING RESPONSIBILITY OF THE PROPERTY OWNER AND IS ENFORCEABLE UNDER SECTION 166-56 OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE.





