



AGENDA
MINNEOLA CITY COUNCIL MEETING
Minneola City Hall, Council Chambers
September 1, 2026 at 6:30 P.M.

I. CALL TO ORDER

II. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

III. AGENDA REVIEW

IV. PUBLIC COMMENTS

The Minneola City Council will hear questions, comments, and concerns from the public. Action may not be taken by the city council at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Minneola's Public Participation Policy adopted by Resolution 2013-19, members of the public shall be given a reasonable opportunity to be heard on propositions before the city council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the city council addresses such items during this meeting.

Pursuant to Resolution 2013-19, public comments are generally limited to three minutes.

V. PROJECT UPDATES

An Update on City Infrastructure Projects.

VI. PROCLAMATION

- | | | |
|-------------|-----------------------------------|---|
| Ite 1.
m | Brain Aneurysm Awareness
Month | A Proclamation to Declare September
2026 Brain Aneurysm Awareness Month. |
|-------------|-----------------------------------|---|

VII. CITY MANAGER'S CONSENT AGENDA

- | | | |
|-------------|---|---|
| Ite 2.
m | City Council Meeting Minutes -
August 18, 2026 | Consider a Request to Approve the
Minutes from the August 18, 2026 City
Council Meeting. |
| Ite 3.
m | Purchase Request - Website
Platform Renewal and Integration
- CivicPlus - \$5,300 | Consider a Request to Approve the
Purchase of Website Platform and
Integration Services from CivicPlus - |
| Ite 4.
m | Purchase Request - Pavement
and Base Repair Services -
Paquette Company - \$118,890 | Consider a Request to Approve the
Purchase of Pavement and Base Repair
Services from Paquette Company. |
| Ite 5.
m | Lease Agreement - Emergency
Response Vehicle - Sentinel
Emergency Solutions, LLC | Consider a Request to Approve a Lease
Agreement with Sentinel Emergency
Solutions for the Temporary Lease of a
1999 Pierce Pumper and Equipment. |

VIII DISCUSSION AND ACTION ITEMS

- | | | |
|-------------|---|--|
| Ite 6.
m | Resolution 2026-11 250 Gentle
Breeze Drive Variance | A Resolution of the City Council of the
City of Minneola, Florida, Granting a
Variance to the Land Development Code
Section 102-105(11)(c) Rear Yard
Setback Standard for Property Generally
Located at 250 Gentle Breeze Drive;
Providing for Conditions; Providing for
Recordation; Providing for Severability;
Providing for an Effective Date. |
| Ite 7.
m | Ordinance 2026-19 Automatic
License Plate Recognition
Systems - <i>Second Reading</i> | An Ordinance of the City Council of the
City of Minneola, Florida, Amending
Chapter 44, "Motor Vehicles and Traffic,"
of the City of Minneola Code of
Ordinances; Creating Regulations for |

Automated License Plate Recognition Systems; Limiting the Use of City Funds and City Property for Fixed Automated License Plate Recognition Systems; Preserving the Authority of the Lake County Sheriff; Providing for Private Use; Providing for Codification, Conflicts, Severability, and An Effective Date.

IX. FINAL PUBLIC COMMENTS

Note: Pursuant to F.S. 286.0114 and the City of Minneola's Public Participation Policy adopted by Resolution 2013-19, members of the public shall be given a reasonable opportunity to be heard on propositions before the city council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the city council addresses such items during this meeting. Pursuant to Resolution 2013-19, public comments are generally limited to three minutes.

X. REPORTS

Mark Johnson	City Manager
Scott Gerken	City Attorney
David Yeager	Councilor
Debbie Flinn	Councilor
Pam Serviss	Mayor
Erick Hernandez	Vice Mayor
Joseph Saunders	Councilor

Proclamation

Brain Aneurysm Awareness Month

WHEREAS, brain aneurysms impact thousands of individuals each year, with an estimated 6.8 million people in the United States living with an unruptured brain aneurysm, and approximately 30,000 experiencing a rupture annually; and

WHEREAS, ruptured brain aneurysms are fatal in about 50% of cases, and survivors often face lifelong neurological challenges, highlighting the critical need for increased awareness, early detection, and research; and

WHEREAS, public education about the warning signs, risk factors, and the importance of early medical intervention can save lives and reduce the devastating impact of brain aneurysms on individuals and families; and

WHEREAS, the City of Minneola recognizes the importance of supporting initiatives that promote health, well-being, and awareness of medical conditions that affect our community; and

WHEREAS, designating September as Brain Aneurysm Awareness Month provides an opportunity to honor those who have lost their lives, support survivors, and encourage life-saving research and education;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Minneola does hereby proclaim September as Brain Aneurysm Awareness Month in the City of Minneola and encourages all residents to learn more about brain aneurysms, support those affected, and advocate for increased research and awareness.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Minneola to be affixed this 1 day of September, 2026.

Pam Serviss, Mayor

ATTEST:

Kristine Thompson, City Clerk



AGENDA SUMMARY

City Council
September 1, 2026

Agenda Item: 2.

Subject Title: City Council Meeting Minutes - August 18, 2026

Objective:

Consider a Request to Approve the Minutes from the August 18, 2026 City Council Meeting.

Summary:

Exhibits:

1. Exhibit A - 8-18 minutes

Options:

Fiscal Impact:

P & Z Recommendation:

Staff Recommendation:

Kevin Carey spoke about Pine Ridge drainage, stating a pond outfall concentrates stormwater into a private backyard and animal sanctuary; requested city code to keep discharge on-site and a follow-up with staff and the engineer.

Banks Helfrich spoke about showing up for the community and support for home rule.

Juan Camacho spoke about Florida Policy Institute data indicating potential municipal revenue losses from Amendment 3 and asked for a follow-up response from Council and provided materials.

Jennifer Morse spoke about long-term HOA costs and maintenance (pressure washing) for extensive retaining walls on New Hancock Road and asked if developers/city would provide relief.

PROCLAMATION

Item 1: Constitution Week – September 17–23, 2026

Mayor Serviss read a proclamation recognizing Constitution Week, September 17–23, 2026.

CITY MANAGER’S CONSENT AGENDA

Item 2: City Council Meeting Minutes – June 2, 2026

Item 3: Purchase Request – Polaris SP 570McKibben Powersports - \$15,590

Item 4: Utility Easement Agreement – Minneola Land, LLC

Public Comment

No public comments were offered on the consent agenda.

MOTION by Councilor Hernandez, SECONDED by Councilor Flinn, to approve the City Manager’s consent agenda as presented.

AYE: Serviss, Flinn, Yeager, Hernandez, Saunders

NAY: None

MOTION PASSED: 5-0

DISCUSSION AND ACTION ITEMS

Item 7: Resolution 2026-10 Ace Hardware Variance – Quasi-Judicial

Eric Raasch, Contract Planner with Inspire Placemaking Collective, summarized two variance requests (TPO roof screening; façade articulation for the garden center on the east side) for a proposed Ace Hardware at Grassy Lake Rd/Citrus Grove Rd. He indicated the Planning & Zoning Commission unanimously recommended approval.

Bobby Johnson, Civil Engineer representing Ace Hardware, presented updated elevations and clarified garden center screening, roof screening via parapets, and landscaping. Applicant initially requested limited outdoor merchandise display.

Council discussed the prohibition of outdoor display, sign lighting hours and orientation, bird entry mitigation for garden center, and brand co-signage (e.g., STIHL/Benjamin Moore).

Neil Toole, owner/applicant, agreed to remove outdoor merchandise display to align with city standards, they would look into options to deter bird entry, confirmed sign timers would follow code, and that lighting would be downcast with dark-sky sensitivity.

Public Comment

Cheryl Pavlacka near Grassy Lake raised ingress/egress concerns (right-out only at Grassy Lake, U-turn locations on Citrus Grove) and potential illegal left turns; staff noted extensive coordination with Lake County and required pork-chop island and signage.

Jennifer Morse requested consideration of a masonry wall along the residential interface; applicant described planned Type E buffer, metal fencing at garden center, and enhanced landscaping; staff confirmed code-required buffering and enclosure standards apply.

MOTION by Councilor Yeager, SECONDED by Councilor Saunders, to approve Resolution 2026-10 as presented.

AYE: Serviss, Flinn, Yeager, Saunders

NAY: Hernandez

MOTION PASSED: 4-1

Item 8: Site Plan – Ace Hardware – Quasi-Judicial

Eric Raasch reviewed site plan details: 16,464 sq. ft. building, 72 parking spaces, access points from Grassy Lake and Citrus Grove, and conditions for outdoor display only if approved on site plan (requested to be removed), utility easement recordation, lighting compliance (all lighting required for security or safety to remain but otherwise turn off façade lighting after hours facing residential neighborhood/Overlook), and landscaping preferences from P&Z.

Council conditioned approval to prohibit outdoor displays, require Type E buffer, and include staff's listed conditions.

Public Comment

There were no further public comments.

MOTION by Councilor Saunders, SECONDED by Councilor Yeager, to approve the Ace Hardware Site Plan with conditions: no outdoor display; Type E buffer; comply with staff conditions including utility easement recordation and lighting standards.

AYE: Serviss, Flinn, Yeager, Saunders

NAY: Hernandez

MOTION PASSED: 4-1

Item 9: Resolution 2026-06 Conditional Use Permit – Mavis Tire – Quasi-Judicial

Eric Raasch, Contract Planner with Inspire Placemaking Collective, presented a CUP for a 7,095 sq. ft. tire/service facility on the southeast outparcel of the Minneola Commercial Subdivision (west of US 27/south of Vino); work required inside bays; air compressors to be enclosed; P&Z recommended approval with notes on landscaping, photometrics, pedestrian access, and hours.

Jimmy Crawford, applicant's attorney, provided comparative noise data (air wrench at 1,000 feet ~42 dBA in open field; nearest residence ~1,100+ feet; operations inside bays reduce sound), requested extended hours one day weekly (Thu 8 a.m.–8:30 p.m.) for after-work pickups; otherwise 8–6 weekdays, 8–5 Sat, 9–5 Sun. He stated that they would turn off any lighting (except for any lighting required for security or safety) one hour after closing and turn on one hour before opening

Council discussed environmental controls (oil-water separators, pretreatment), handling/containment and pick-up of used tires, spill cleanup procedures, sign lighting timers, and limiting on-site vehicle storage (tow after 72 hours).

Public Comment

There were no comments.

MOTION by Councilor Yeager, SECONDED by Councilor Saunders, to approve Resolution 2026-06 (CUP – Mavis Tire) with conditions including: all work within bays; air compressors enclosed; photometrics corrected to prevent spill; pretreatment/oil-water separation as required as well as comply with all DEP and other regulatory requirements; no outdoor storage of tires/parts/equipment/vehicles/merchandise; sign lighting on timers per code; hours as requested (Thu to 8:30 p.m., others per applicant); and towing vehicles remaining over 72 hours.

AYE: Serviss, Flinn, Yeager, Saunders

NAY: Hernandez

MOTION PASSED: 4-1

Item 10: Ordinance 2026-19 Automatic License Plate Recognition Systems – First Reading

Scott Gerken introduced first reading to regulate fixed automated license plate recognition (ALPR) systems on city property/roads; prohibits city-funded fixed ALPRs; allows Sheriff's Office use with Council approval at fixed locations; allows lawful mobile law-enforcement deployments and private-property ALPRs (e.g., HOAs).

Council and public discussed data privacy, breaches, retention periods, accountability, enforcement/fines for unauthorized installations, and effectiveness reporting.

Public Comment

Cheryl Pavlaka expressed cyber/privacy concerns, requested fines for unauthorized installations and periodic effectiveness reporting.

Dwayne Smith asked about HOAs/private property and public rights-of-way; staff clarified private installations on private property are not regulated by the ordinance but cannot use city fixtures/ROW.

There was no action as this was first reading only. The ordinance would be read again at the September 1, 2026 City Council meeting.

Item 11: Discussion – Voluntary Conservation Design Checklist

Commissioner Martin presented a voluntary, five-page conservation checklist (10 focus areas; 65 optional "opportunities") to create shared language with applicants, inform future code updates, and pilot for one year; first page provides a simple summary; no mandates, no budget impact.

Council discussion supported immediate pilot implementation; suggestions included simplifying responses, potential online form in the future, and capturing data for annual report.

Public Comment

Cheryl Pavlaka supported the voluntary checklist.

MOTION by Councilor Hernandez, SECONDED by Councilor Flinn, to implement the Voluntary Conservation Design Checklist as a one-year pilot program provided with pre-application materials and for active PUDs.

AYE: Serviss, Flinn, Yeager, Hernandez, Saunders

NAY: None

MOTION PASSED: 5-0

Item 5: Resolution 2026-13 Censuring Councilor David Yeager

Scott Gerken explained censure as a formal expression of disapproval that does not remove any powers.

Council discussed expectations for civility and decorum.

Vice Mayor Hernandez stated the censure is based on statements directed at a fellow council member during a prior meeting, not on annexation decisions.

Public Comment

Dwayne Smith supported censure to uphold accountability/professionalism.

Mandy Morgan supported censure and asked for a public apology to affected parties.

MOTION by Councilor Flinn, SECONDED by Vice Mayor Hernandez, to approve Resolution 2026-13 Censuring Councilor Yeager.

AYE: Serviss, Flinn, Hernandez, Yeager

NAY: Saunders

MOTION PASSED: 4-1

Item 6: Resolution 2026-14 Censuring Councilor Joseph Saunders

Councilor Saunders apologized to the council, Ms. Kennell, and residents for losing his temper and stated it would not recur.

Public Comment

None.

MOTION by Councilor Flinn, SECONDED by Vice Mayor Hernandez, to approve Resolution 2026-14 Censuring Councilor Saunders.

AYE: Serviss, Flinn, Hernandez, Yeager

NAY: Saunders

MOTION PASSED: 4-1

Item 12: Ordinance 2026-14 Fire Impact Fee – Tabled to October 20, 2026.

Item 13: Ordinance 2026-15 Public Safety Impact Fee – Tabled to October 20, 2026.

Item 14: Ordinance 2026-16 Parks & Recreation Impact Fee – Tabled to October 20, 2026.

270 **FINAL PUBLIC COMMENTS**

271
272 **Cheryl Pavlaka** asked whether an existing storm sewer near Ardmore would be affected by the
273 Grassy Lake/Education project and announced Lake County's first budget hearing on September
274 8 at 5:05 p.m.

275 **PROJECT UPDATES**

276
277 **Grassy Lake Road and Education Avenue Intersection Improvements**

278
279 **Mark Johnson** indicated the project engineer will provide a detailed construction schedule and
280 Maintenance of Traffic (MOT) plan at the next meeting, including detours, school car line impacts,
281 pedestrian safety, and construction hours.

282
283 **Vice Mayor Hernandez** requested a detailed Gantt chart and MOT plan for Grassy
284 Lake/Education at the next meeting.

285
286 **REPORTS**

287
288 **Mark Johnson**

- 289 • informed the Council that National Night Out event activities are restricted at the MAC;
290 Lakeridge Winery has offered to host; staff will also inquire with local schools to keep the
291 event within city limits if feasible.
292 • reported City Hall restroom partitions will be replaced this week (removal Wednesday;
293 installation Thursday–Friday).
294 • reminded Council of the Parks workshop on Tuesday, August 25.
295 • requested moving the November 3 Council meeting to November 5 due to Election Day timing.
296 ○ **Mayor Serviss** suggested changing the meeting date to Wednesday, November 4.

297
298 **MOTION by Councilor Flinn, SECONDED by Vice Mayor Hernandez, to change the**
299 **November 3 City Council meeting date to Wednesday, November 4.**

300
301 **AYE:** Serviss, Flinn, Yeager, Saunders

302
303 **NAY:** Hernandez

304
305 **MOTION PASSED: 4-1**

306
307 **Scott Gerken**

- 308 • discussed first reading of the ALPR ordinance framework and clarified private vs. public
309 installations and Sheriff's Office use with Council approval at fixed sites.
310 • informed the Council that the City closed on the "Modica" property (≈16 acres at the end of
311 Sullivan Rd. fronting the Turnpike).
312 • reported the magistrate hearing regarding the proposed fuel station at N. Hancock/561
313 concluded July 31; proposed orders are due September 10, with a recommendation to follow.

Councilor Flinn introduced a proposed resolution regarding the suspension or removal of Councilor Yeager. Consensus of Council was to have Attorney Gerken review the resolution and, if legal, place on the next Council agenda for action by Council

MOTION by Councilor Hernandez, SECONDED by Councilor Flinn, to adjourn.

AYE: Yeager, Flinn, Serviss, Hernandez, Saunders

NAY: None

MOTION PASSED: 5-0

(Meeting adjourned at 9:51 p.m.)

Pam Serviss Mayor

ATTEST:

Kristine Thompson, City Clerk



AGENDA SUMMARY

City Council
September 1, 2026

Agenda Item: 3.

Subject Title: Purchase Request - Website Platform Renewal and Integration - CivicPlus - \$5,300

Objective:

Consider a Request to Approve the Purchase of Website Platform and Integration Services from CivicPlus -

Summary:

CivicPlus offers a uniquely integrated digital platform for the City of Minneola, supporting both our website and other key municipal functions such as agenda management. By continuing with CivicPlus, the City will benefit from the following integration advantages:

Unified Platform: CivicPlus provides seamless integration between the City's website and other CivicPlus modules already in use, such as agenda management. This ensures consistent workflows, data sharing, and user permissions across all digital services.

- **Seamless Data Migration:** CivicPlus's migration plan is tailored for existing clients, allowing all meeting agendas, minutes, and content from the current CivicPlus agenda management system to be preserved and accessible on the new website without compatibility issues.
- **Single Sign-On:** Staff can use one login to access the website, agenda management, and other CivicPlus tools, simplifying user management and improving security.
- **Consistent User Experience:** Staff and residents will experience a familiar interface and workflow across all CivicPlus modules, reducing the learning curve

and minimizing errors.

- Centralized Support: All support, training, and troubleshooting are handled through CivicPlus, streamlining communication and ensuring faster resolution of issues.
- Coordinated Upgrades: Updates to one CivicPlus module are designed to be compatible with others, reducing the risk of integration issues after upgrades.

CivicPlus Platform Transition Requirement:

CivicPlus is officially sunsetting its Municipal Websites Open product on June 30, 2027. This retirement date perfectly aligns with the end-of-life timeline for their Agenda Essential software, as CivicPlus consolidates its entire civic platform to meet stricter modern technology and federal standards.

Why the Website Platform is Changing:

Federal Accessibility Mandates: The Department of Justice (DOJ) has mandated strict compliance deadlines requiring state and local government websites to meet WCAG 2.1 or 2.2 AA accessibility standards by 2026/2027. Legacy website setups struggle to maintain these frameworks automatically.

- Modern Security: The newer Web Central framework operates as a GovRAMP Ready platform aligned with modern security practices.
- Native Platform Integration: Moving to Web Central allows municipalities to utilize tools like the Web Central Calendar and Select Sync Integration, which automatically pushes meeting agendas, location metrics, and public portal details seamlessly onto the city's main site without manual double-data entry.

Exhibits:

1. AudioEye Fact Sheet
2. Doc Access Fact Sheet 2026
3. Minneola FL - CivicPlus Website Migration SOW 06302026
4. FL_Minneola FL_Q-563884_2026AUG18
5. Revize Website Proposal-Minneola, Florida
6. RZ ClearDocs Pricing (1)

Options:

1. Approve the request as presented.
2. Approve the request with a different vendor.
3. Request additional quotes.
4. Deny the request.

Fiscal Impact:

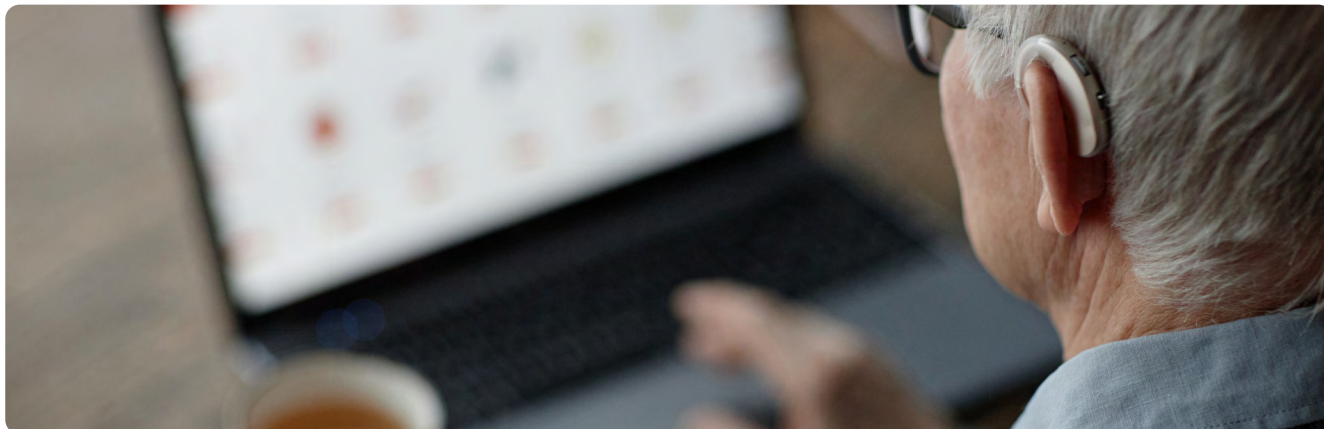
\$5,300

P & Z Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the request as presented. Selecting CivicPlus will maintain a cohesive, efficient, and secure digital environment for the City, leveraging our existing investments and minimizing operational risk. This unique integration is not available from other vendors who do not supply both the website and the municipal tools already in use by the City.



AudioEye

Improve compliance with hands-off web accessibility and remediation.

AudioEye Benefits:



Gain peace of mind with trusted, certified website accessibility alignment to WCAG 2.2 standards



Demonstrate and prove accessibility efforts with simplified reporting



Take the guesswork out of ADA compliance with our unique approach that combines automated remediation, expert fixes, and continuous monitoring



Reduce the costs of maintaining compliance with hands-off remediation services

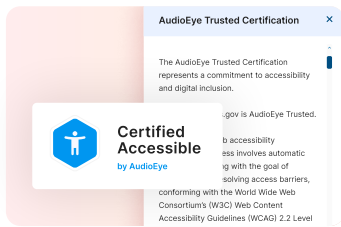


Provide instant website accessibility and personalization for visitors with and without disabilities with the Accessibility Help Desk tool

“Since implementing AudioEye, a huge burden has been lifted off my shoulders. I trust them to address accessibility issues, which has allowed me to focus on other priorities. It’s so important to have a tool that not only improves your position on accessibility but also alleviates the heavy workload that comes with maintaining compliance at a high level. AudioEye has truly been a breath of fresh air in this regard.”



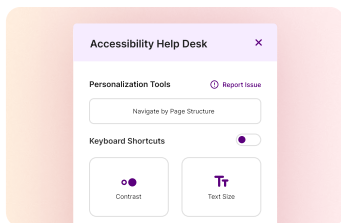
Chaquinta Fisher, IT Support Manager | McLennan Country



Hands-off Accessibility Remediation

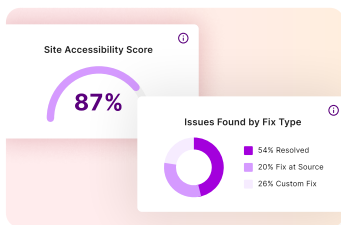
AudioEye automatically fixes most accessibility issues, while improving ongoing compliance with the latest standards. Our certified experts write custom fixes for accessibility issues on your website that automation alone can't fix.

AudioEye provides an Accessibility Trusted Certification that details and validates your organization's commitment to digital inclusion and conformance to WCAG and other ADA-related laws, mandates, and guidelines.



Accessibility Help Desk Tool

Website visitors can personalize their experiences and improve accessibility by customizing things like contrast, text size, images, and more. Additionally, users can submit feedback through a 24/7 Help Desk if they encounter access barriers on a website.



Compliance Reporting

Comprehensive reporting gives better visibility into flagged accessibility issues and enables you to effectively provide proof of compliance progress. Receive reporting for a period of time on items like site accessibility score, issue found by fix type, issues fixed by severity, top fixes applied to site, and more.



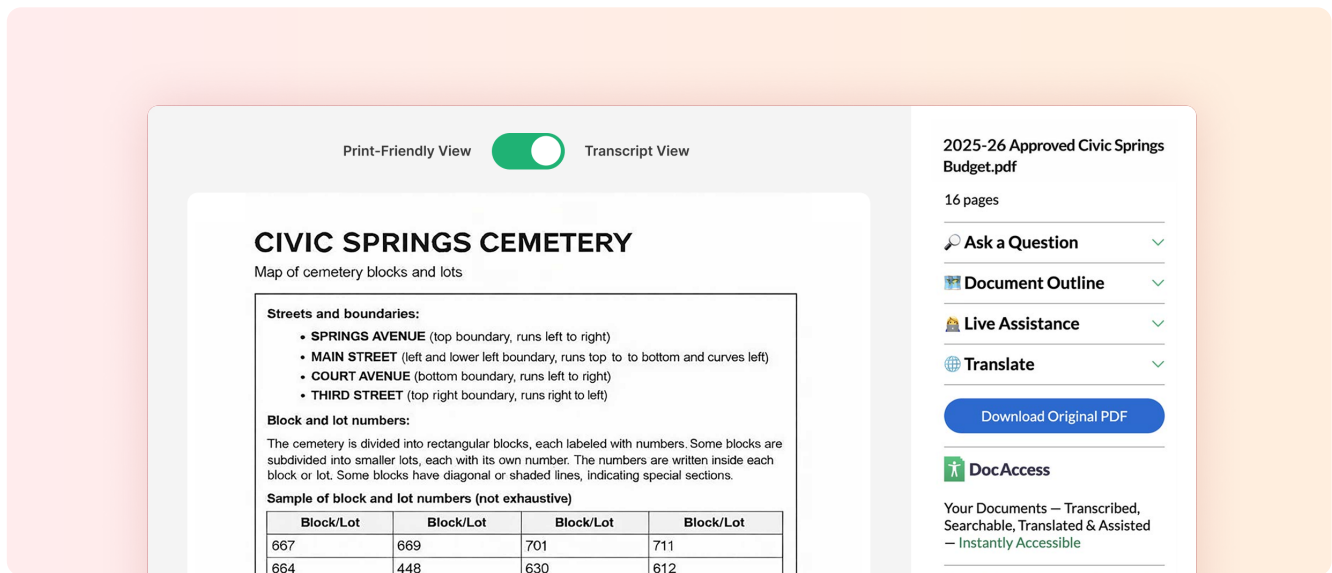
2,600+ frivolous legal claims against customers analyzed and refuted by AudioEye since 2022



AudioEye's AI-based automation and custom fixes offers 300% more protection from legal claims than traditional consulting approaches—and 400% more protection than automation-only solutions

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DocAccess

Simplify compliance by automatically converting all current and future PDFs into screen reader-friendly, WCAG 2.1 AA-aligned HTML transcripts.

Key Benefits:



Align all current and future PDFs to ADA standards by automatically converting documents to WCAG 2.1 AA-aligned, screen reader-friendly HTML transcripts



Eliminate access barriers with 150+ language translations, optional live visual interpretation support, and interactive document outlines



Empower residents to explore content with a searchable, mobile-friendly HTML format and built-in Ask a Question tool



Save time, resources, and stress while effortlessly aligning even complex documents to accessibility standards

150+

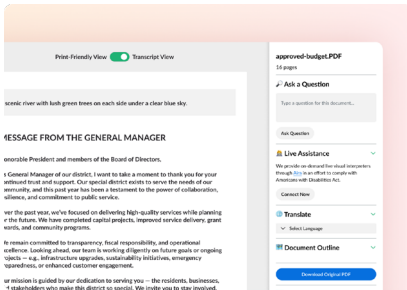
language translations provided

1 Day

to set up on your website

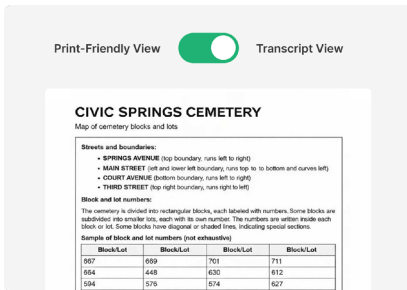
5 Minutes

for new PDFs to be automatically detected and converted



Instantly Convert Documents to HTML Transcripts

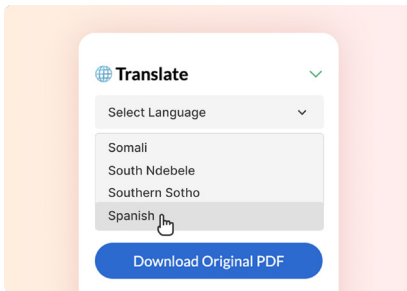
Once DocAccess is activated, all PDF links on your website automatically open in the mobile-friendly DocAccess view. Residents can use the print-friendly version or the HTML transcript, which includes detailed alt text for images.



Align Tricky Documents to WCAG 2.1 Standards

DocAccess is built for the complexity and range of government documentation. Use it to convert even your most difficult PDFs, including:

- Historical and handwritten documents
- Complex RFPs with diagrams and decision trees
- Comprehensive financial audits
- Multi-column brochures with scanned maps
- Scanned legal documents and budgets with handwritten signatures



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Over 150 built-in language translations can be applied to the HTML transcript with one click. Translations also apply to DocAccess features, including the Ask a Question tool.

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**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-126454-1
5/26/2026 1:26 PM
7/25/2026

Client:
City of Minneola, FL

Bill To:
MINNEOLA CITY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Dobrosielski	785-706-9401	dan.dobrosielski@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup : https://www.minneola.us	USD 0.00
1.00	Municipal Websites Central: Migration Standard Implementation	Includes full setup and configuration of website design selected from 1 of 10 layout options	USD 0.00
1.00	Municipal Websites Central: Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated	USD 0.00
1.00	Municipal Websites Central: Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.	USD 0.00
1.00	Municipal Websites Central: Group Training	Blended system training, online learning paired with access to a trainer for questions and learning reinforcement. Migration of the current year plus two previous years of simple meeting agendas and minutes.	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee	USD 4,200.00
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee	USD 800.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 300.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.minneola.us	USD 0.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.minneola.us	USD 0.00
1.00	Municipal Websites Central: AI Editing Assistant	AI Editing Assistant is an optional CivicPlus Municipal Websites Central feature that lets authorized users create and improve content using integrated AI tools to generate, summarize, rewrite, and polish text across supported fields.	USD 0.00

List Price - Initial Term Total	USD 5,945.00
Total Investment - Initial Term	USD 5,300.00
Annual Recurring Services (Subject to Uplift)	USD 5,300.00

Initial Term	3/1/2027 - 2/29/2028, Renewal Term 3/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-126454-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Granicus Proposal for Minneola, FL

ORDER DETAILS

Prepared By: Evan Bender
Phone:
Email: evan.bender@granicus.com
Order #: Q-563884
Prepared On: 18 Aug 2026
Expires On: 17 Oct 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Essentials Package	Milestones - 40/30/30	1 Each	\$16,390.35
OpenCities Security License - Services Setup and Configuration Package	Up Front	1 Hours	\$0.00
SUBTOTAL:			\$16,390.35

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenCities SaaS License	Annual	1 Each	\$11,473.25
OpenCities Cloud Security License	Annual	1 Each	\$0.00
SUBTOTAL:			\$11,473.25

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
OpenCities SaaS License	\$12,046.91	\$12,649.26	\$13,281.72	\$13,945.81
OpenCities Cloud Security License	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL:	\$12,046.91	\$12,649.26	\$13,281.72	\$13,945.81

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Granicus Web - Essentials Package	The Essentials package provides a citizen-focused website based on best practices and patterns, offering proven pre-configured layouts right out of the box. This implementation level is ideal for organizations seeking a rapid rollout or those with a small team that may not have the resources to participate in a traditional UX Design process. This package includes: - Professional Project Management - Weekly or bi-weekly communication One (1) homepage layout from the Granicus responsive design library One (1) Information Architecture (IA) Package (basic) Best practices review One (1) Content Rationalization Package (basic) Best practices review, one (1) hour session Site scrape loaded into AIM framework document One (1) Visual Design Package One (1) homepage design mockup – based on logo plus three colors Interior page sample Mobile version sample One (1) round of design revisions Development/CMS Implementation Content Migration – up to fifty (50) pages QA and Accessibility Report Remote Training – Delivered in three (3) non-consecutive sessions Eight (8) hours total – Up to ten (10) people
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes: - All OpenCities out of the box functionality (excluding optional/premium modules priced separately) - Platform setup and full project management - Managed cloud hosting via Microsoft AzureGov - Ongoing security updates

Solution	Description
	- Ongoing product updates and enhancements - WCAG AA Accessibility maintained perpetually - 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) - Comprehensive SLA and Support Ticketing system See subscription agreement for details.
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection, and advanced bot detection.
OpenCities Security License - Services Setup and Configuration Package	Setup and configuration of Websites & CMS Imperva License

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-563884 dated 18 Aug 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Minneola, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- AI SYSTEM USAGE: Notwithstanding anything to the contrary in any contract between Client and Granicus, Client's use of AI functionality contained in any Granicus product or service will be subject to the terms set forth in the AI Addendum located here: <https://granicus.com/wp-content/uploads/AI-Functionality-All-Products.pdf> Any conflict between the terms of the contract and the AI Addendum will be resolved in favor of the Addendum. If Client is not willing or able to accept the terms set forth in the Addendum, Client is not permitted to access or use any AI functionality absent separate written agreement between Client and Granicus.
- Billing Frequency Notes (Milestones - 40/30/30): Payments shall become due and payable as follows: 40% of the total upon signature of this Agreement; 30% of the total upon homepage design approval; and 30% of the total upon go-live.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-563884 dated 18 Aug 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Minneola, FL	
Signature:	
Name:	
Title:	
Date:	



The Government Website Experts

A Website Proposal for The City of Minneola, Florida

July 7, 2026

Proposal valid for 60 days

Proposal Prepared by:

Christopher Gold

Christopher.gold@revize.com

C: 904-554-6989

www.revize.com

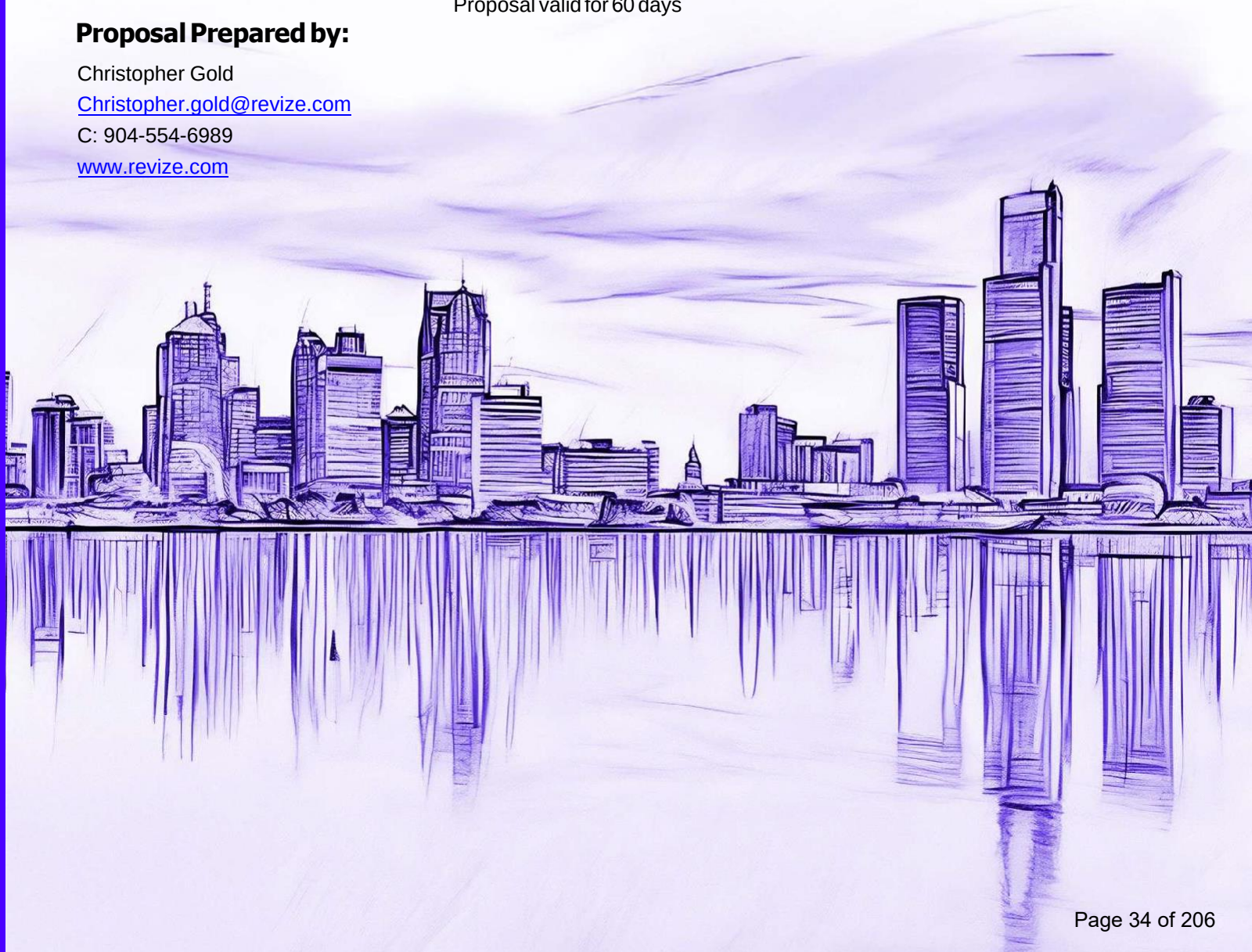


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Revize Clients!

- Des Moines, IA
 - Eagle County, CO
 - Glencoe, IL
 - Golden, CO
 - Hamilton County, OH
 - Largo, FL
 - Olympia, WA
 - Pasco County, FL
 - St. Petersburg, FL
 - Troy, MI
 - And Many More!
- www.dsm.city
 - www.eaglecounty.us
 - www.villageofglencoe.org
 - www.cityofgolden.gov
 - www.hamiltoncountyohio.gov
 - www.largo.com
 - www.olympiawa.gov
 - www.pascocountyfl.net
 - www.stpete.org
 - www.troymi.gov

Dear Brad Maxam and the Website Selection Committee,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. Located in Troy, Michigan we have launched hundreds of government websites nationwide, including nearly 200 right here in Michigan, a myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations

Some of our great clients include:

- City of Largo, FL largo.com – Award Winner
 - Eagle County, CO eaglecounty.us – Award Winner
 - City of St. Petersburg, FL stpete.org
 - City of Des Moines, IA dsm.city – Award Winner
 - City of San Carlos, CA cityofsancarlos.org – Award Winner
-

“Revize Websites build
engagement with your
constituents.”

"revize websites build engagement with your residents"

We will work closely with you to design and develop a dynamic, functional and easy-to-navigate website that will perfectly fit your community.

Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Name
Account Executive

Revize. The Government Website Experts

Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government. Please contact me if you have any questions at all.

Sincerely,

Christopher Gold
Account Executive
Phone: **904-554-6989**
Email: Christopher.gold@revize.com

3000+

CLIENTS

50M+

PAGES CREATED

1

POWERFUL & EASY TO USE CMS

Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it – either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24/7/365 for issue tracking and management. We also provide phone and email support during regular business hours.

Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!



Company Overview

Founded

1995

Headquarters

150 Kirts Blvd.
Troy, MI 48084

Phone

248-269-9263

Website

revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in government website design, which remains our specialty. We now boast more than 3,000 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

"The empowerment of people through simplified information management technologies."

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information



Did you know?

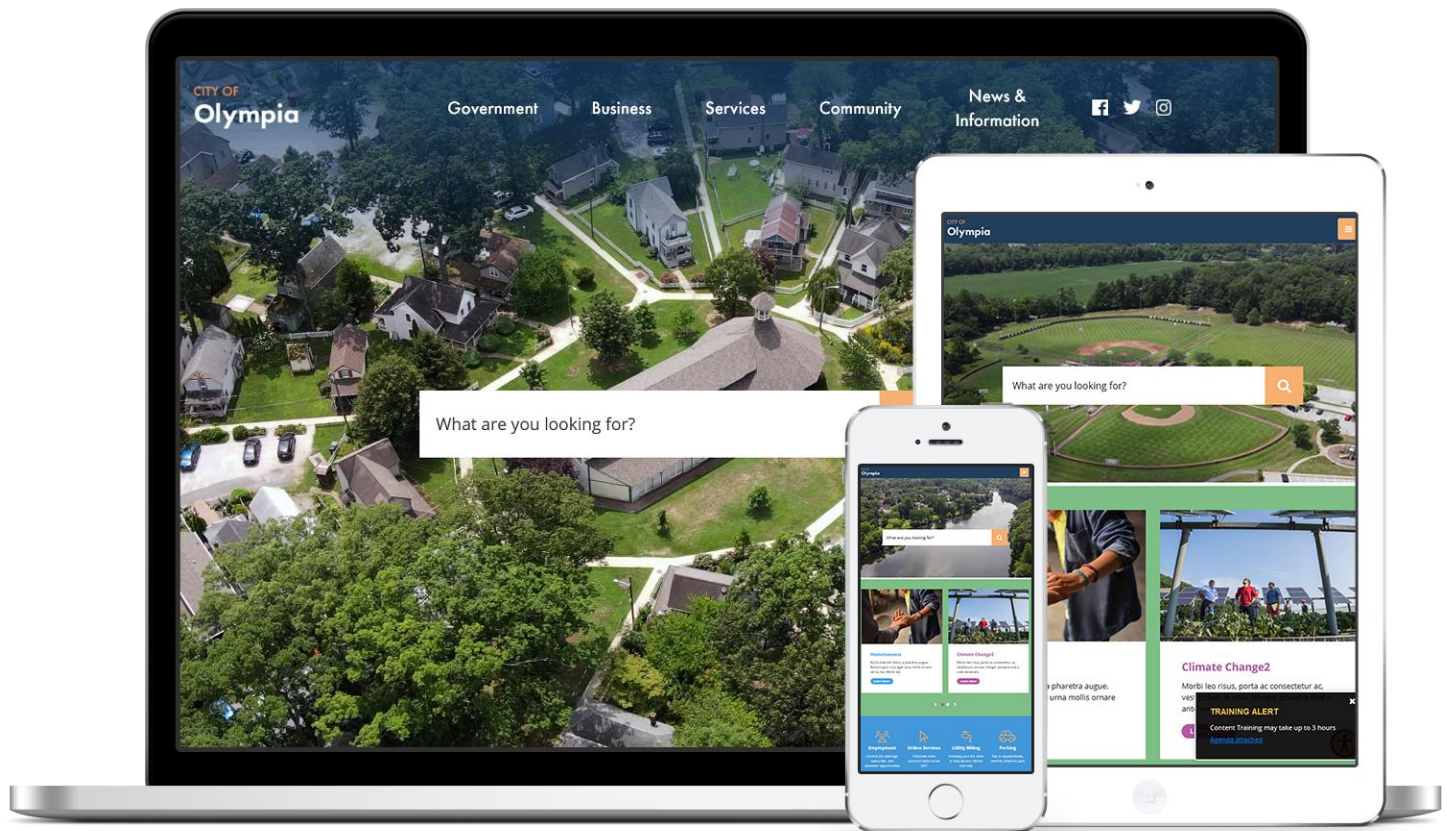
Revize has won national awards for our websites!

Government Project Experience

The City of Olympia, Washington

Olympiawa.gov

3CMA Savvy Award Winner

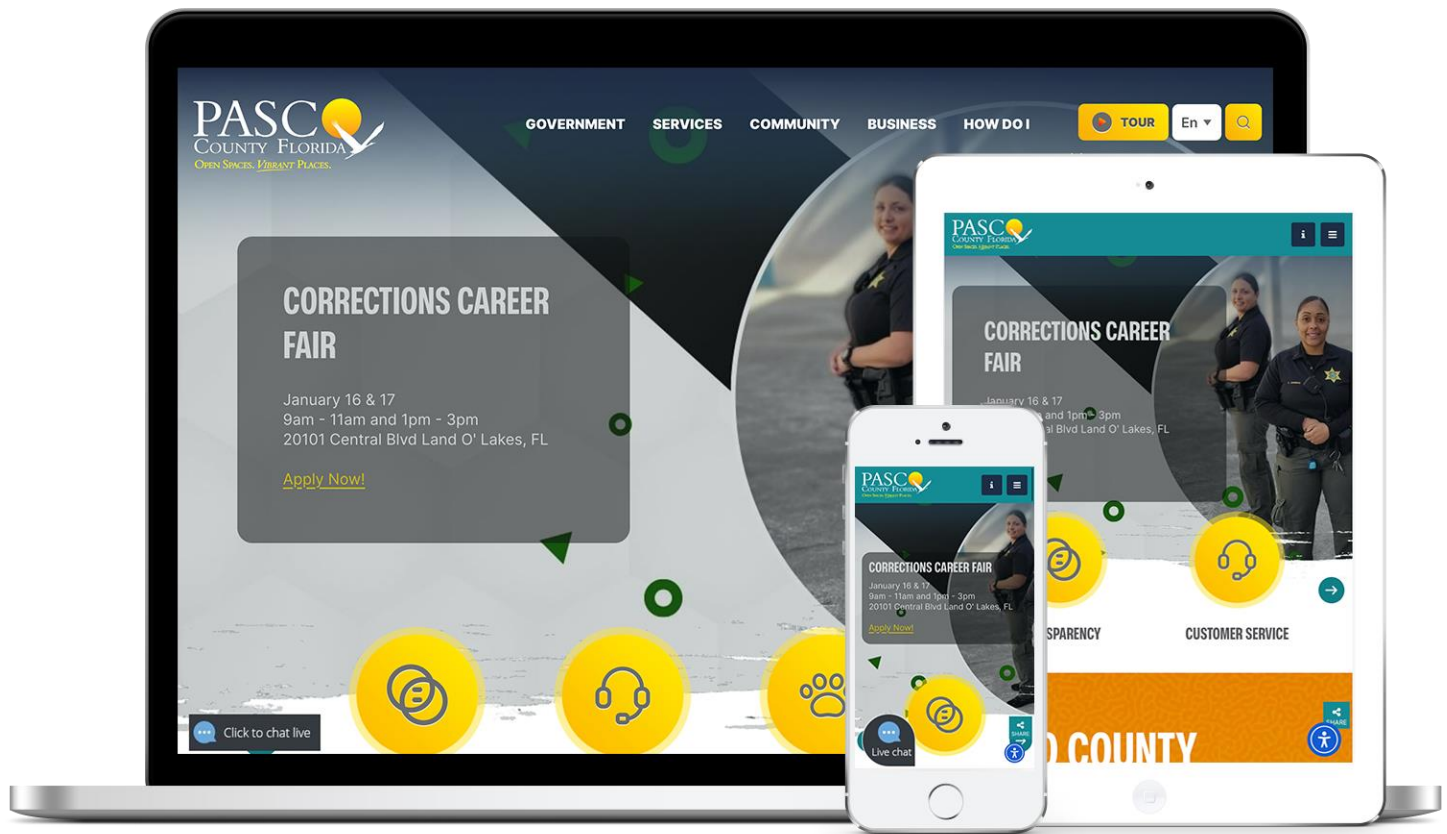


Details:

The City of Olympia, Washington's capital, provided an exceptional opportunity for Revize and the city's web team. Their website showcases an innovative homepage where users can seamlessly navigate through various trending topics, services, news, events, and more in a modern layout. We aimed to create not just visually stunning, but highly functional, site—one that stands out as among the most inspiring and practical in the United States. With distinctive design elements, including a curated "smart search" feature and interactive online forms, this website makes a compelling case for its title!

Pasco County, Florida

www.pascocountyfl.net



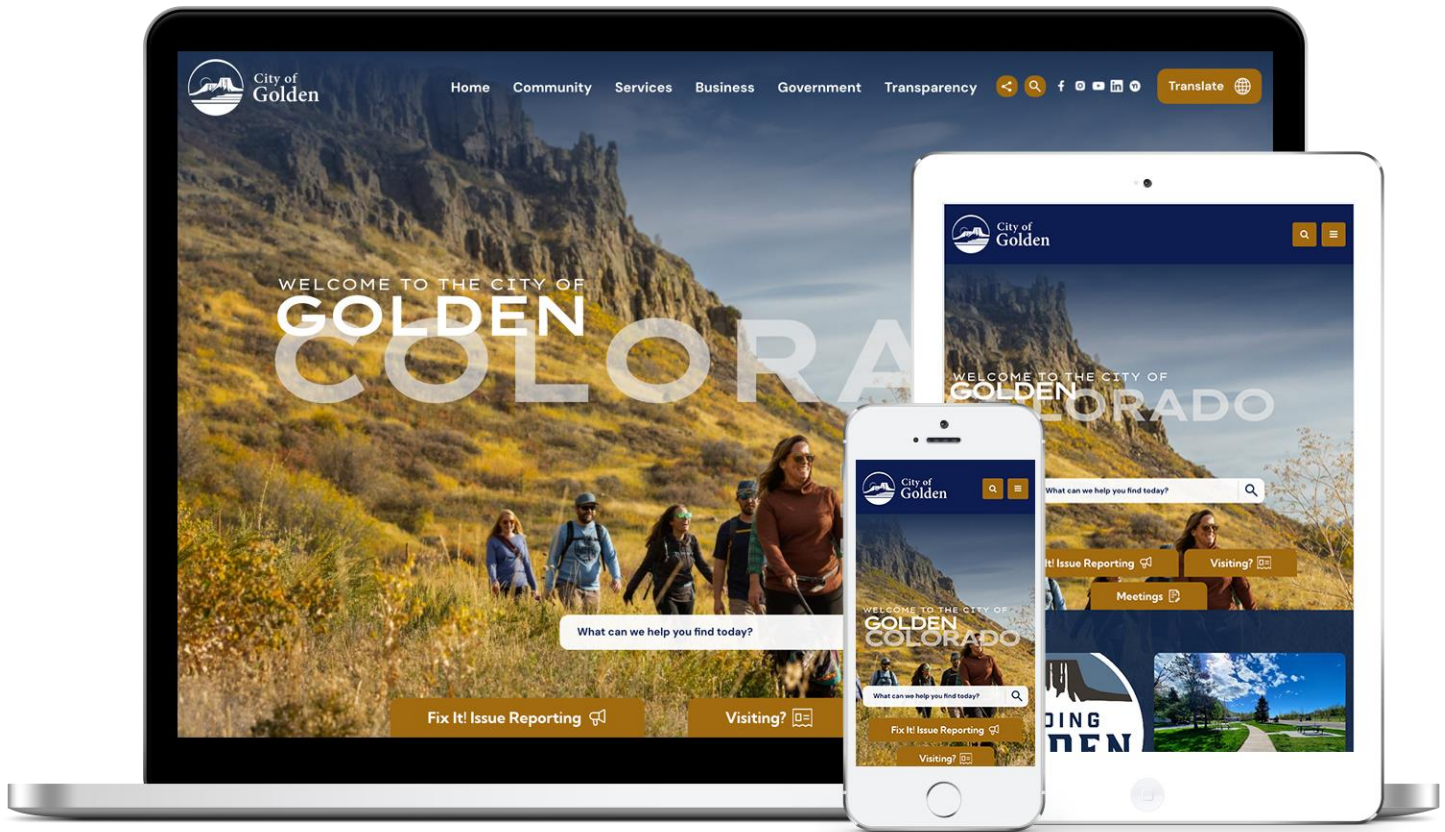
Details:

Pasco County, a Florida County of nearly 600,000 residents, came to Revize wanting the best website possible for their constituents and a true partnership with their website vendor. Having previously experience less than stellar service from another vendor, the county was ready for a quick change. Together, Revize and Pasco County launched this website, and an employee intranet in less than four months. This is a fantastic representation of the things Revize is able to accomplish with a motivated County like Pasco!



City of Golden, Colorado

www.cityofgolden.gov



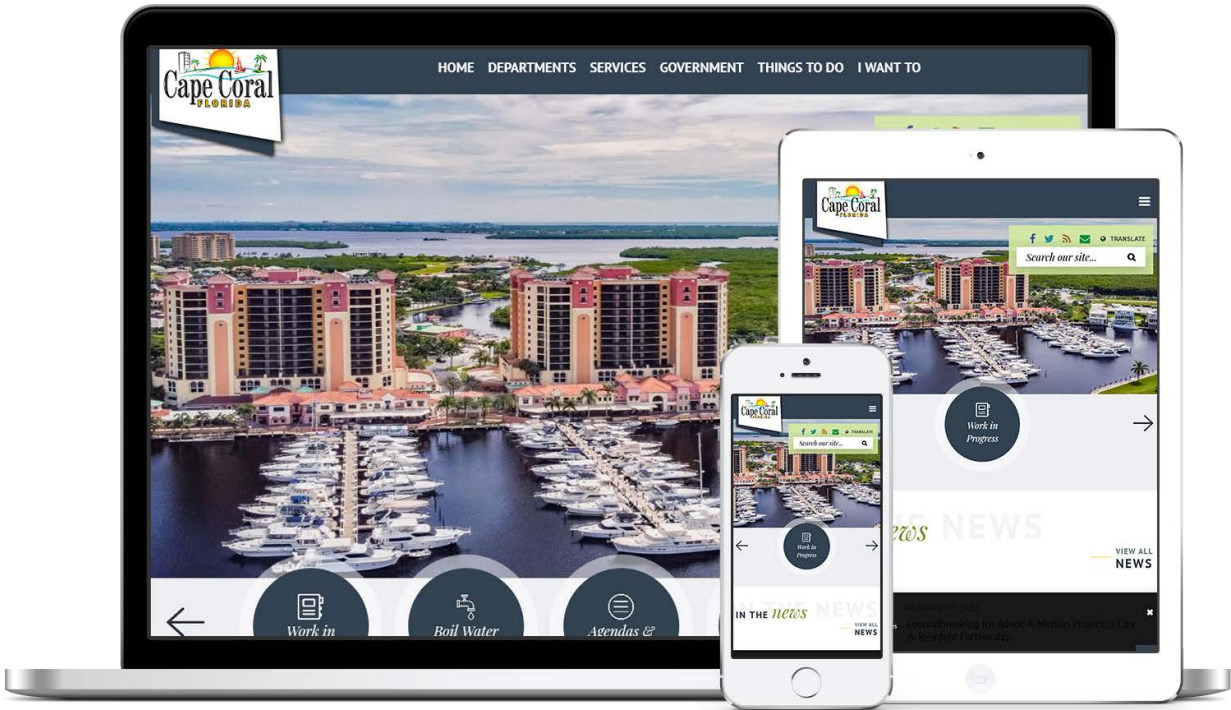
Details:

The City of Golden, CO came to Revize for a website that was completely different. Coming from an outdated website, they wanted to work with a vendor that could turn their website into a site iconic in Colorado. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, and a resident focused navigation. This site improves the online experience for residents, business owners, and visitors!



City of Cape Coral, Florida

<https://www.capecoral.gov/>

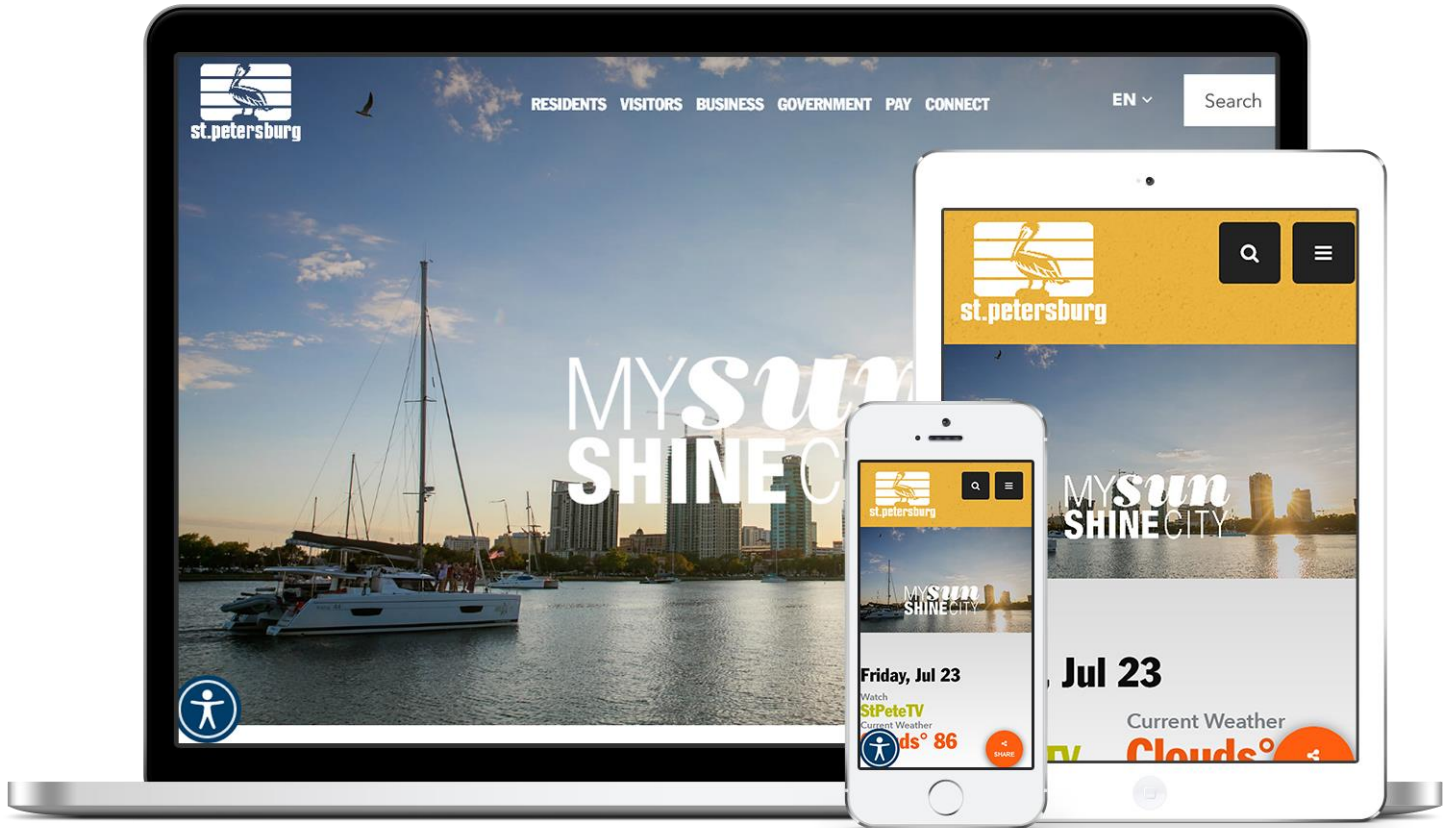


Details:

Cape Coral wanted a design unlike any city out there. With this design we pushed the limit of what people think when they see a city website. They also needed the website to be accessible according to current ADA accessibility standards. In addition, this site features unique subsites and a healthy level of scrolling. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the city's brand in a way that is unmatched in the industry.

City of St. Petersburg, FL

www.stpete.org

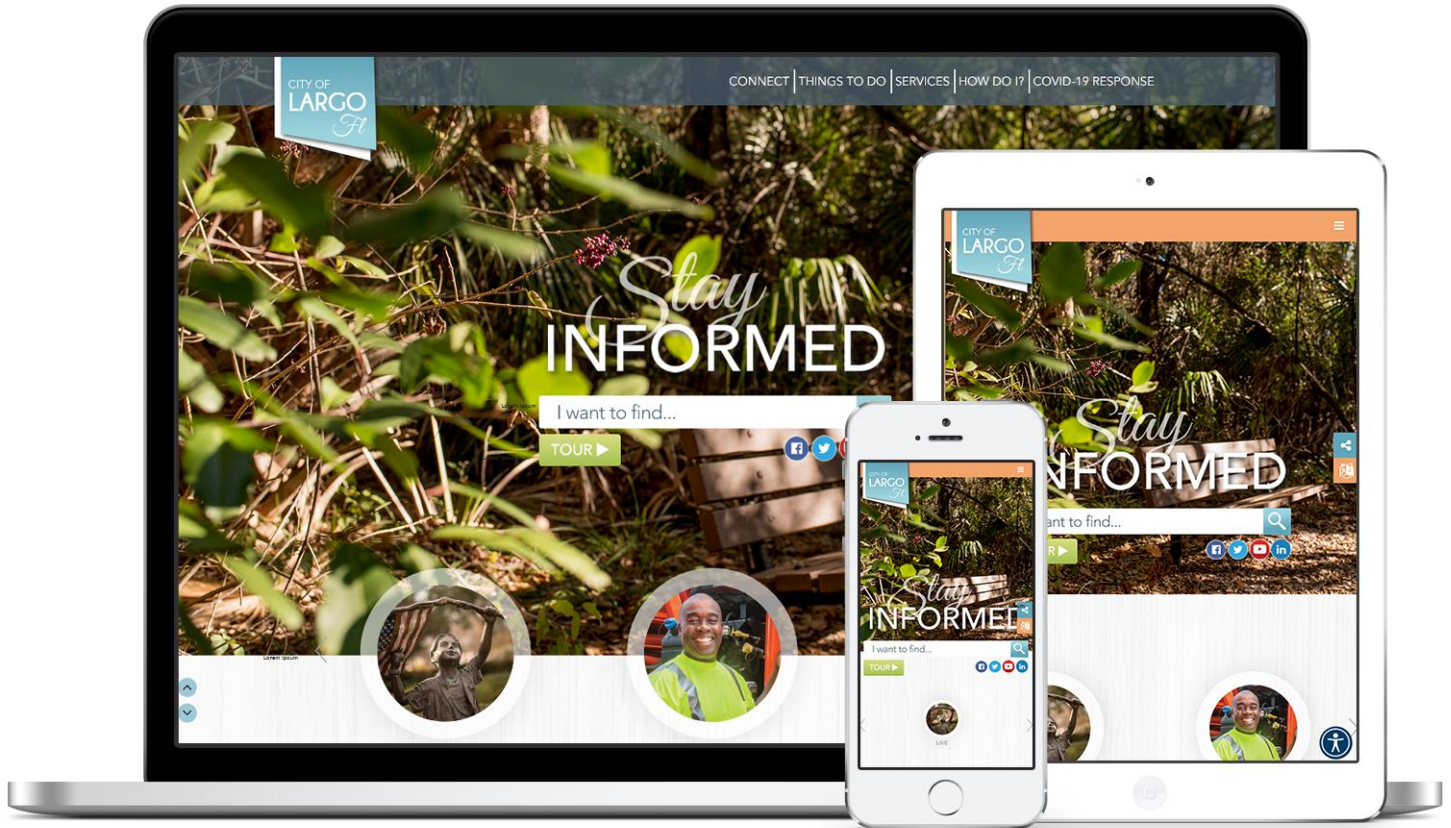


Details:

As Florida's 5th largest, St. Petersburg is an iconic City with something to offer everyone. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.

City of Largo, FL

www.largo.com



Details:

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall, this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

Government Account References

Client: City of Wylie, TX

Craig Kelly, Public Information Officer

Phone: (972) 516-6016

Email: craig.kelly@wylietexas.gov

Website: ci.wylie.tx.us

Client: City of Olympia, WA

Joshua Linn, Website Administrator

Office: (360) 570-3782

Email: JLinn@ci.olympia.wa.us

Website: olympiawa.gov

Client: Tipton County, TN

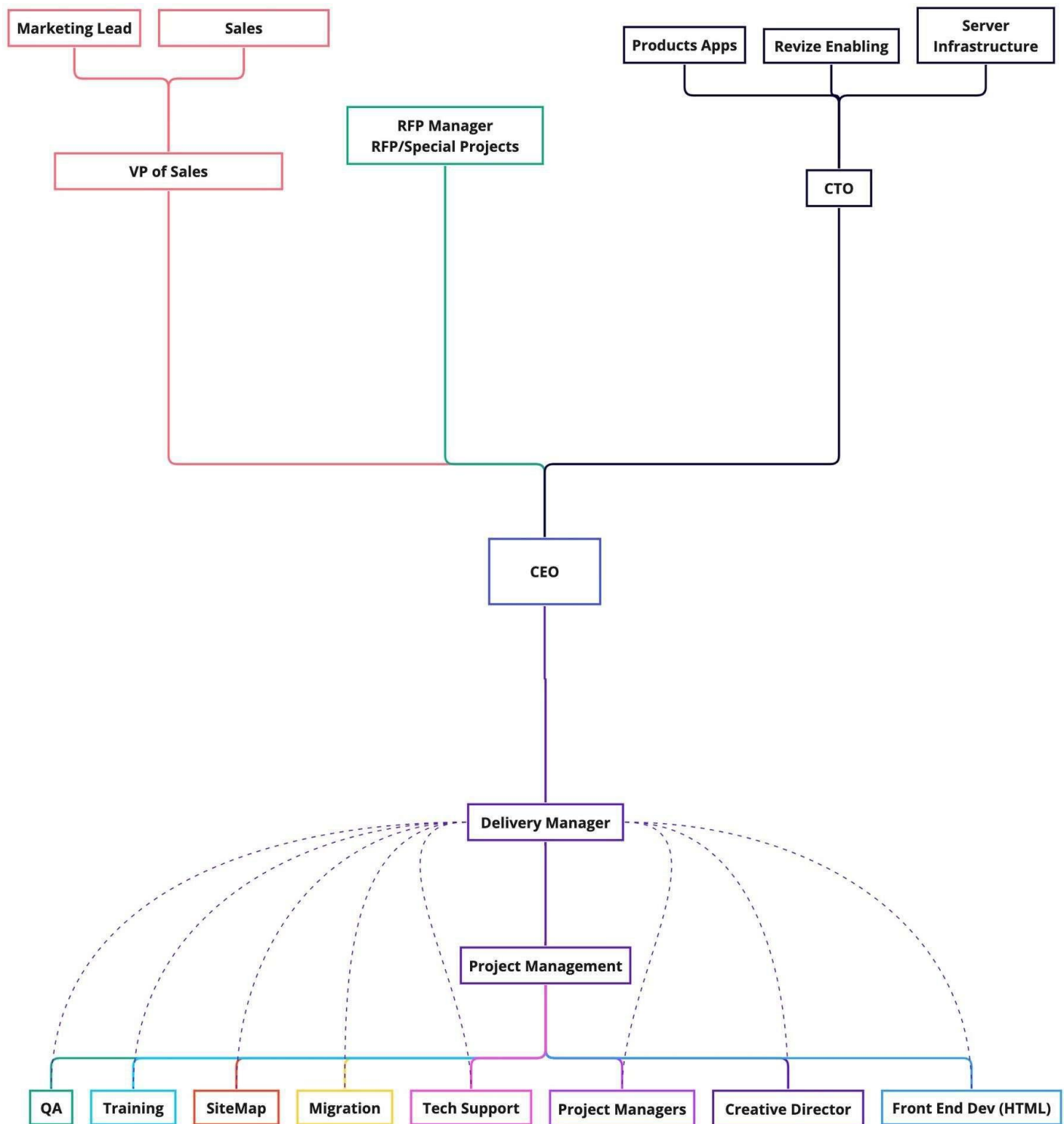
Shawn Anderson, GISP Director

Phone: (901) 476-0234

Email: sanderson@tiptonco.com

Website: tiptonco.com

Revize Organization Chart



Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

What sets Revize apart from other companies?

Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's cloud back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

**“We Always Provide Knowledgeable,
Friendly and Responsive Service!”**

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: "What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?" The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

Top Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization's stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.

“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.

City of Wylie, TX

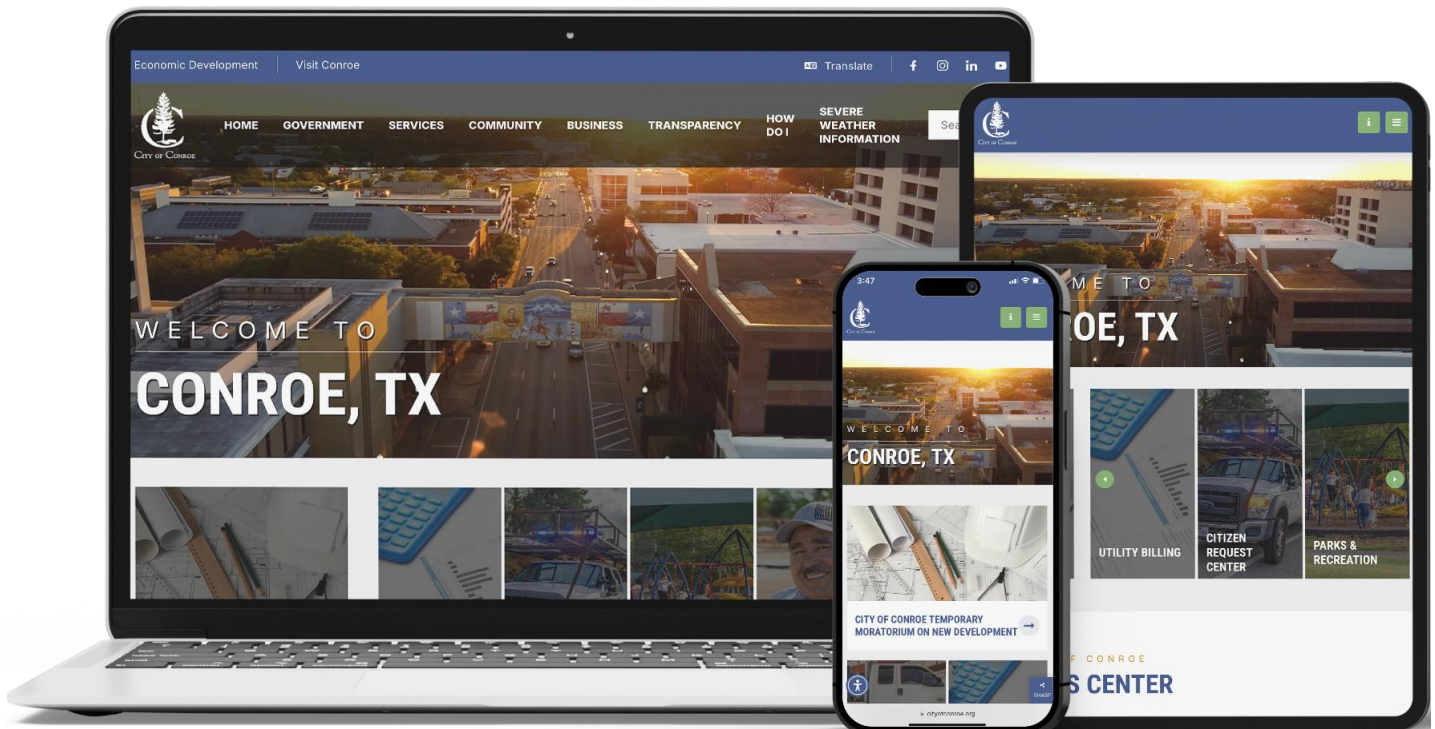
Craig Kelly, Public Information Officer

Awards & Accolades

“When I shared my ideas and vision for a website designed to provide a quick, efficient, and user-friendly experience for our citizens, Revize played a vital role in bringing that vision to life.”

– Andrew Yousse, Communications Manager, City of Conroe Texas

Communicator Award Winner



Project Management

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

We don't use a "one size fits all" approach because it doesn't make sense.

However, we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

“We guarantee the best support
in the industry that’s 24/7 365 by
the trained developers &
technicians”



Timeline

Phase	Duration
Phase 1: Initial Setup & Kickoff Meeting	1 - 2 Week
Phase 2: Discovery & Design	6-8 Weeks
Phase 3A: Development	5-6 Weeks
Phase 3B: Sitemap Development	(Overlaps Phase 3A)
Phase 4: Content Migration	5-6 Weeks
Phase 5: Quality Assurance Testing	1-2 Weeks
Phase 6: Training/Go Live	2-4 Weeks
Go-Live (Average)	20-28 Weeks

Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Revize Project Life Cycle

Phase 1: Initial Setup & Kickoff

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize–Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

Phase 2: Discovery & Design

Following a review of the submitted information and an assessment of your needs, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course, color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

#1 Responsive Web Design and WCAG Compliance – Two of the most critical elements in modern government website development are Responsive Web Design (RWD) and WCAG accessibility compliance. Responsive design ensures the website automatically adapts and optimizes for any screen size, whether viewed on a computer, tablet, or mobile device, providing citizens with a seamless browsing experience across all platforms. Equally important, WCAG 2.1 Level AA compliance guarantees that all users, including those with disabilities, can access and navigate the site effectively. Together, these standards ensure the website is inclusive, user-friendly, and fully equipped to meet the expectations of today's diverse digital audience.

#2 Liquified Content – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging visitors to reply to items directly. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks..

Over the past 25 years, revize has mastered the art of designing government websites.

Key Phase Objectives & Deliverables:

The following steps are followed while designing new sites

- **Establish Needs and Creative Direction:**

Understand your objectives and requirements and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience's needs. The Revize designer will also conduct his own research in order to capture the character and "feel" of your area, which will inspire ideas for the overall design direction of the website.

- **Main Menu Navigation & Home Page**

Wireframes: Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.

- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note:

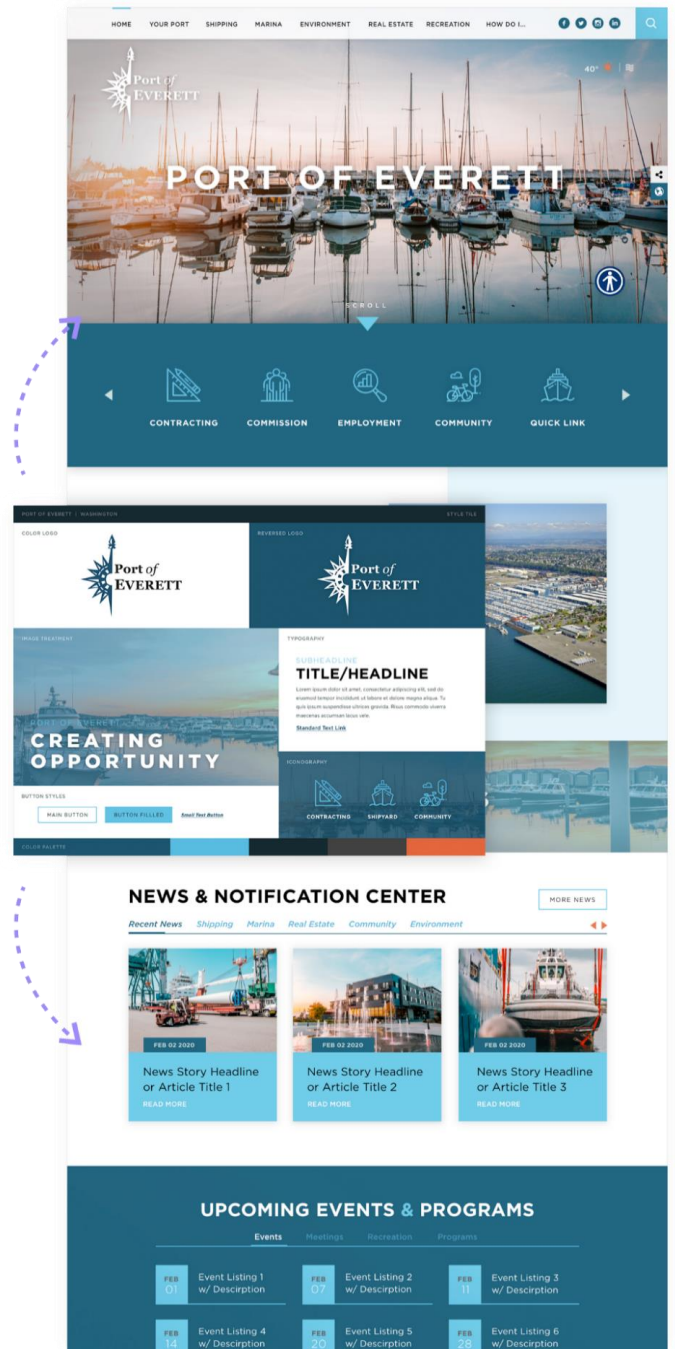
The home page "wireframe" will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.

Did you know?

Revize will provide a 100% from scratch design with a satisfaction guarantee!

Wire Frame to Concept

- **Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.
- **Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- **Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.



Phase 3A: Development

Using the Revize platform, the Revize development team will implement the approved designs directly within the Revize CMS as fully functional, production-ready web pages. Pages are built using responsive HTML and CSS and integrated with Revize's dynamic components and structured modules so content can be edited and maintained natively within the CMS from day one.

All included functionality, including calendars, document centers, photo galleries, alerts, eNotify subscriptions, and other revize tools will be configured, tested, and enabled as part of a unified development phase. This approach ensures consistent styling, accessibility compliance, responsive behavior across devices, and seamless integration with revize's page builder and content management workflows.

Phase 3B: Sitemap Development

During this phase, Revize will develop a recommended sitemap outlining page structure, page names, navigation placement, and content locations for the new website. The sitemap may include notes regarding how existing content should be migrated, consolidated, archived, or excluded from migration to support usability and accessibility best practices. The client will have the opportunity to review the proposed sitemap, provide feedback, collaborate with Revize on revisions, and request changes as needed. Final sitemap approval is required before content migration activities begin in a later phase.

Phase 4: Content Migration

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

There is no limit to the number of pages you can create after CMS editor training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 5: Quality Assurance Testing & Custom Functionality

Quality Assurance Testing

During this phase, Revize conducts comprehensive quality assurance testing to verify that all pages align with the approved sitemap, structure, and content plan. Any issues identified are documented and addressed prior to website launch.

As the project progresses and the client is trained on the CMS in later phases, quality assurance becomes a collaborative, all-hands effort, allowing refinements and adjustments to continue through go-live within the agreed project scope to ensure accuracy and consistency.

This phase may overlap later phases and can extend beyond go live if required.

Phase 6: Training and Go Live

Training Your Staff (in-person or web-based training)

Once the website is ready for client editing, authorized users will be able to update and revise content as needed using the Revize CMS. Revize will provide structured training on both administrative and content editor functions, enabling staff to confidently manage pages, documents, images, and other site features. Training is typically conducted virtually to maximize flexibility and attendance, though in-person training may be provided upon request.

Training materials are shared in advance to help participants prepare. With client approval, training sessions may be recorded for future reference. As the site approaches launch, Revize works closely with the client to support final adjustments and ensure readiness for go-live. Following launch, Revize's responsive support team remains available to answer questions, provide guidance, and offer refresher training as needed to support long-term success.

Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Training on use of specific Modules included, such as

- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center
- Frequently Asked Questions
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

Revize Maintenance Covers

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Cloud backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage

Final Phase: You Go Live!

At last, your website content is complete, and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Search Engine Registration and Marketing

Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

- **Christopher Gold:** Account Manager
- **Kristina Kingman:** Project Manager
- **Alex Parent:** Creative Arts Director/Web Designer
- **Samir Alley:** Chief Operations Officer
- **Denise Brazier:** Revize CMS Trainer
- **Jamie Phy:** Revize CMS Integrator/Backend Developer
- **Richard Opiniano:** HTML Developer
- **Joseph Nagrant:** VP Bus.Dev./Marketing
- **Derek Ortiz:** Chief Technology Officer
- **Akshaya Ray:** Chief Cloud Architect
- **Many More!**

Ray Akshaya – Chief Cloud Architect

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."
- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Chief Cloud Architect

Denise Brazier - Lead Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset

Samir Alley - Chief Operations Officer

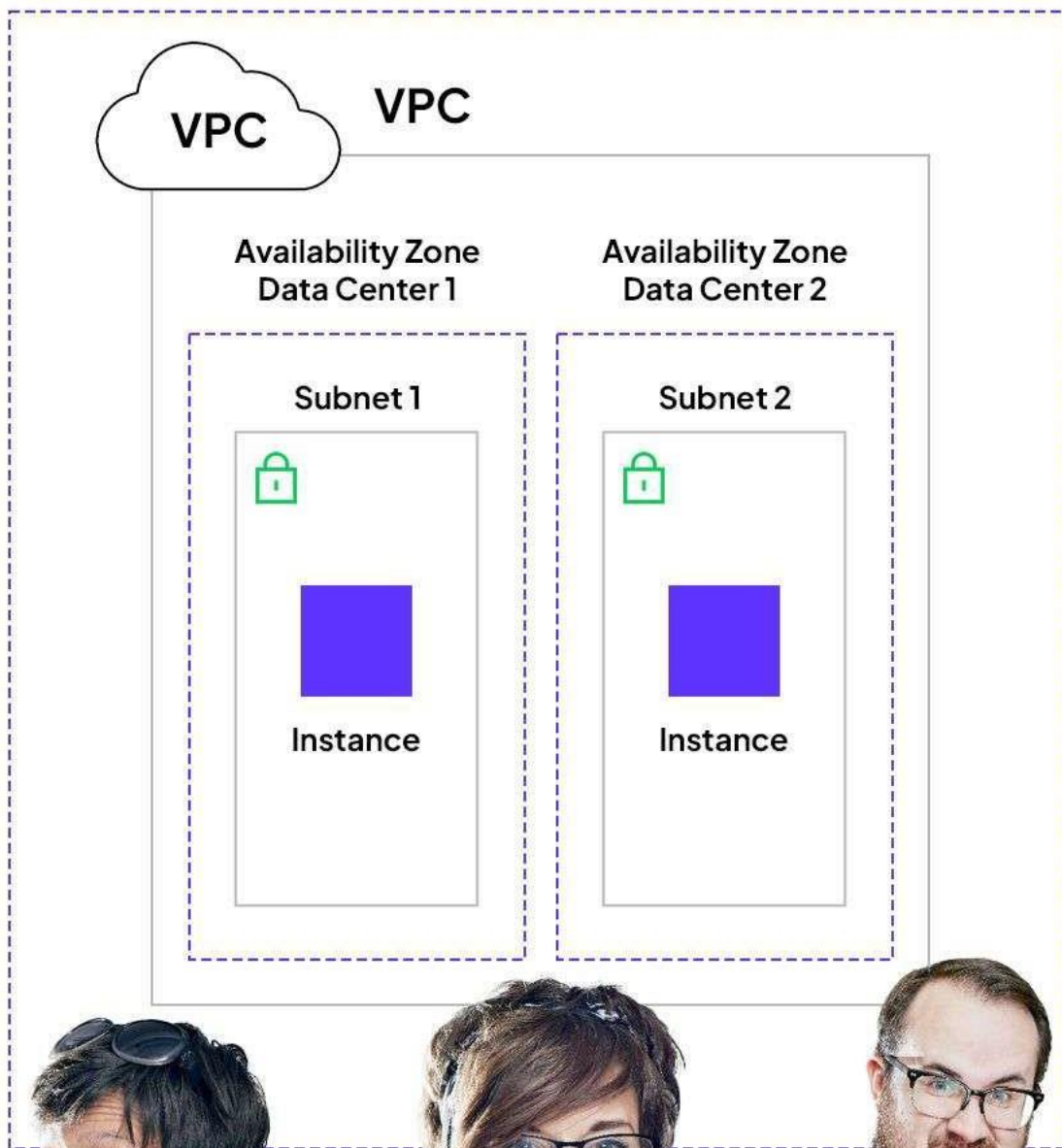
Samir brings more than a decade of experience leading municipal website design and development initiatives and has been directly involved in designing or deploying hundreds of government websites nationwide. Formerly with our creative director and lead web designer, Samir now serves as Revize's Chief Operating Officer, where he applies his deep design, technical, and operational expertise to continuously improve the Revize platform, project delivery process, and overall client experience. His strong communication skills and ability to anticipate client needs help drive thoughtful innovation across the organization, ensuring Revize products and services remain efficient, intuitive, and aligned with evolving industry standards.

Cloud Hosting, Disaster Recovery, & Security



Cloud Computing

Region – Collection of Regional Data Centers



Resilient Hosting:

Revize uses Amazon Web Services (AWS) Hosting Infrastructure that is offered in multiple Regions in the United States and around the World. Each Region is a separate geographic area completely isolated one from another. AWS Regions are connected to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency when compared with the public internet.

A region has multiple, isolated locations known as Availability Zones (AZ). Availability Zones are interconnected through low-latency links. A Virtual Private Center (VPC) spans across multiple availability zones.

Revize Web Sites are hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.

Disaster Recovery:

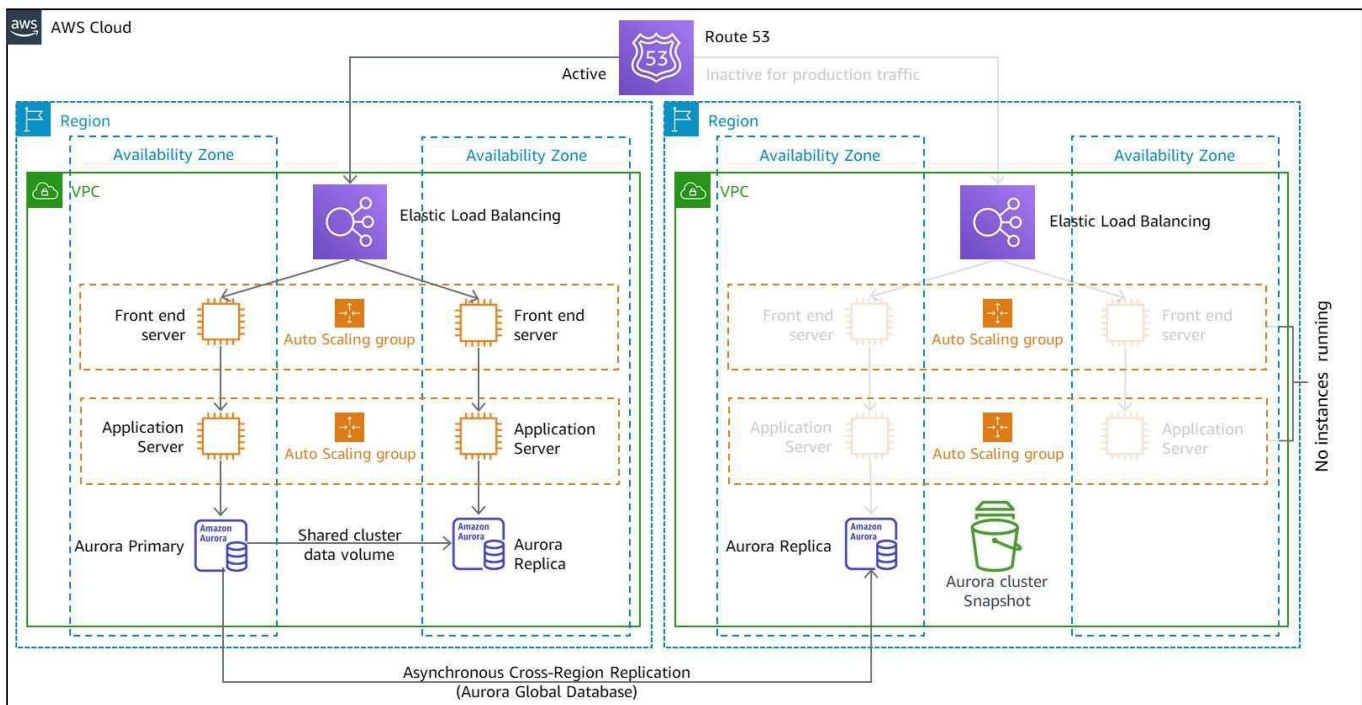
Windows Web Server virtual disk or EC2 Elastic Block Storage (EBS) is backed up on every night at 10 PM EST. Additionally, the snapshots or virtual disk backups are subsequently automatically copied between regions to enable cross-region recovery capabilities.

Should a Web Site hosted by Revize and monitored in automated fashion become unavailable, another EC2 instance can be restarted. When that proves insufficient EC2 instance will be reprovisioned in the same availability zone, a different availability zone, or, in a different region using the latest snapshot in the matter of a couple of minutes.

The incoming request, from the Internet traffic, is bound to a static IP address or Elastic IP in AWS terms that leverages NAT to forward traffic to a running EC2 instance private IP address. In the case of an EC2 instance re-provisioned in the same region, whether in the same or a different availability zone, Elastic IP is re-assigned to the new EC2 instance.

Elastic IP is represented to the public internet using CName or A-Host domain name services entry. In case of an EC2 instance or an availability zone failure, no adjustment to domain name service is required. In the case of a regional, wide-spread AWS outage, an EC2 instance is reprovisioned in a different region, re-using the latest snapshot preserving the content as of the last automated backup. However, an Elastic IP is specific to the region and, therefore a change to CName or A-Host configuration is required to point to the disaster recovery regional Elastic IP.

Revize Disaster Recovery Infrastructure Diagram



Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Revize/AWS complies with SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, and FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018 and other programs. Revize is responsible for securing the content, access to the content on the web server, to snapshots, configurations and infrastructure as a whole.

Our web and network administrators monitor network activity 24–hours–a–day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
- Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers

Did you know?

Revize will host your website and CMS in at least two completely separate geographic locations!

Maximum Response Times

- 1 hour for crisis issues
- 4–6 hours for critical issues
- 24 hours for normal issues

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24/7/365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

Software Maintenance

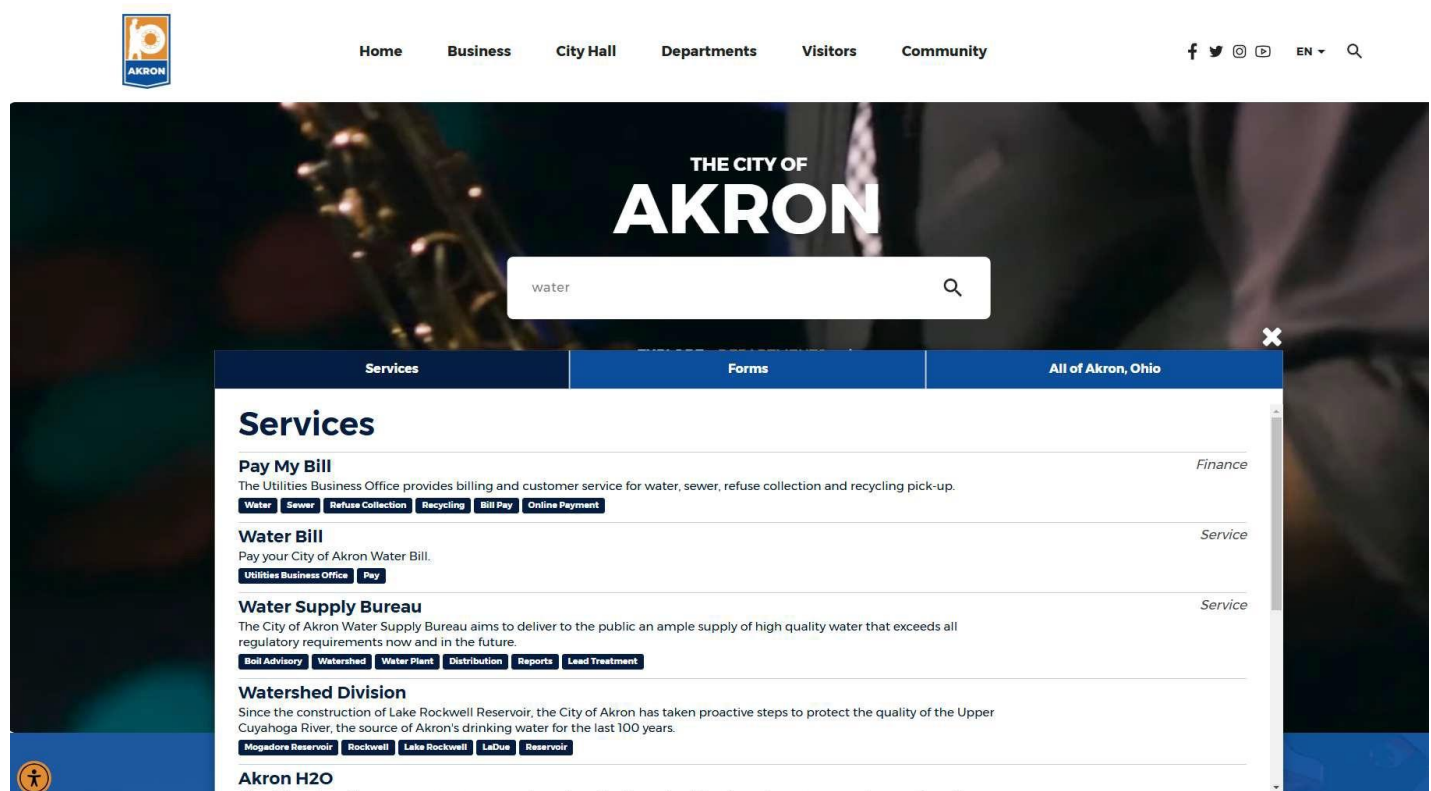
Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”



Curated "Smart" Search

Your new Revize website will include our curated "Smart" search feature that you see on this site www.akronohio.gov. This search gives you full and instant control over your site search results. Your website editors can decide the exact search results based on what's typed in. This control allows you to direct traffic to specific pages on the site (or outside of the site if you want). Rather than being subject to the whims of Google/Bing. It also allows search terms to still come up based on synonyms and misspellings. For example, start typing something like "Water" into the search and you'll notice the functionality brings up results for "Water and Sewer." But, you can also type in "H2O" (a synonym) and the same result will come up. Perhaps even more helpful, if you type in "wtr" (a bad misspelling), the relevant result still comes up. So this is a great feature that will allow you to have total control over the search.



Revize AI ChatBot

As part of Revize's fully integrated lineup of features, we are excited to introduce the latest in AI Chat technology.

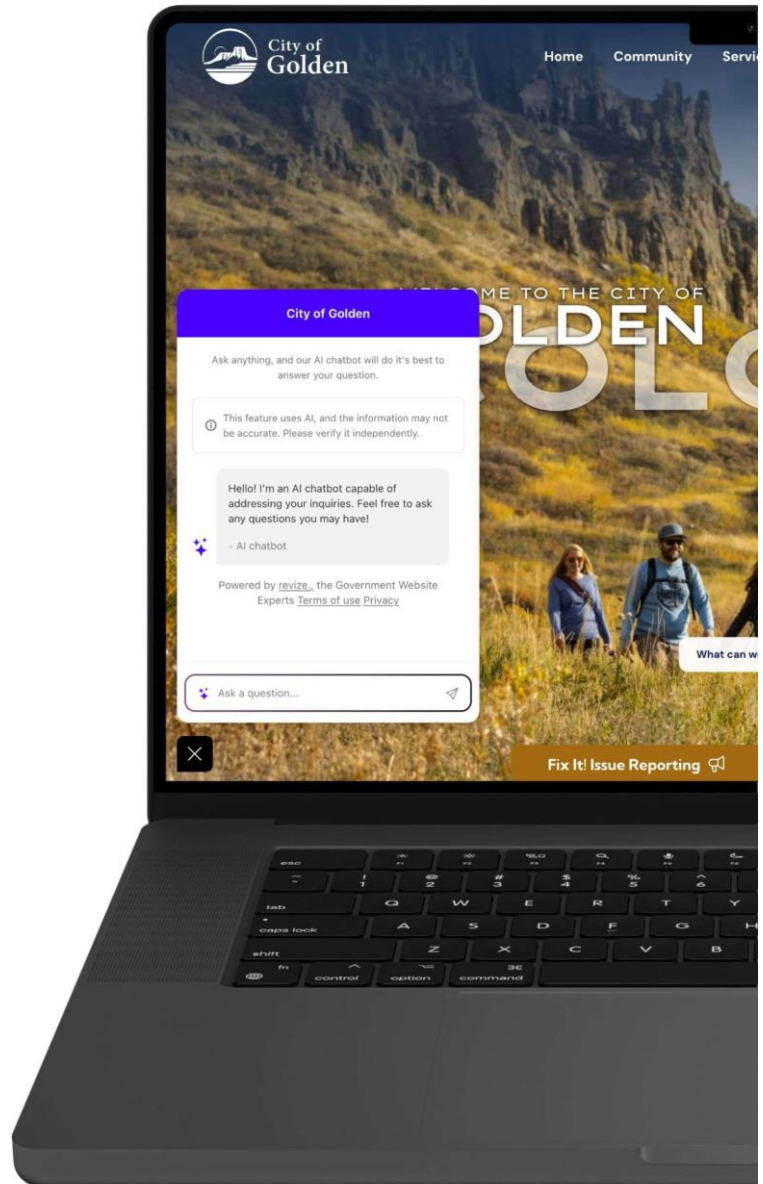
The Revize ChatBot allows your visitors to instantly find answers to their questions – without the need to search, find, and read an entire webpage.

Users simply type in their question, and the Revize ChatBot provides a detailed response in seconds!

Unlike some third-party live chats that force admins to pre-populate content, the Revize ChatBot is quite different. It learns the content of your website and provides answers based on that content.

Admins can even configure the ChatBot to ignore certain content of your website and learn content of other websites.

Keep in mind, Revize developed this feature ourselves. Which means the maintenance, updates, tech support are all handled directly by Revize. No need to deal with another vendor.

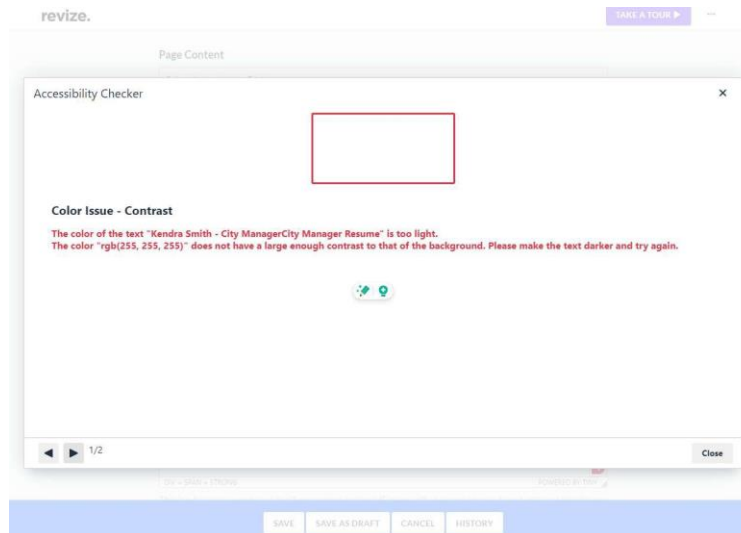


Accessibility & Compliance

WCAG Accessibility Compliance

Revize has launched more than 3,000 websites nationwide, with accessibility incorporated into both our platform and implementation process. Revize websites are designed to align with WCAG 2.1 AA, while actively incorporating WCAG 2.2 AA best practices as standards evolve using current industry-recognized approaches.

The Revize CMS includes built-in accessibility checking tools to help identify potential issues as content is added or updated. Together, these tools and practices support an ongoing, collaborative approach to accessibility between Revize and our clients.



Accessibility Strategy - During the Project

Revize will:

- Design custom visual mockups with WCAG 2.2 AA considerations in mind, including color contrast, typography, layout structure, and interactive elements.
- Build the site using ARIA labels, semantic HTML, and other WCAG best practices.
- Ensure keyboard navigability and screen reader compatibility.
- Include an accessibility checker in the Revize CMS editor.

While Revize provides the framework for compliance, the CLIENT is responsible for ensuring that content (e.g., PDFs, documents, images) is accessible before posting. Revize does offer PDF remediation services as an add-on for files that need to be made compliant.

Accessibility Strategy - After Go Live - WCAG Scan & Remediation Service

One of the elephants in the room when it comes to WCAG compliance as it relates to government websites – “Who will be fixing any future compliance issues with our website after go-live?”

Good news, Revize can take on that task for you. As an **optional service**, Revize can include our WCAG remediation service.

Accessibility compliance is an ongoing process, not a one-time task. To support long-term compliance, Revize offers an **optional WCAG Remediation Service** that includes:

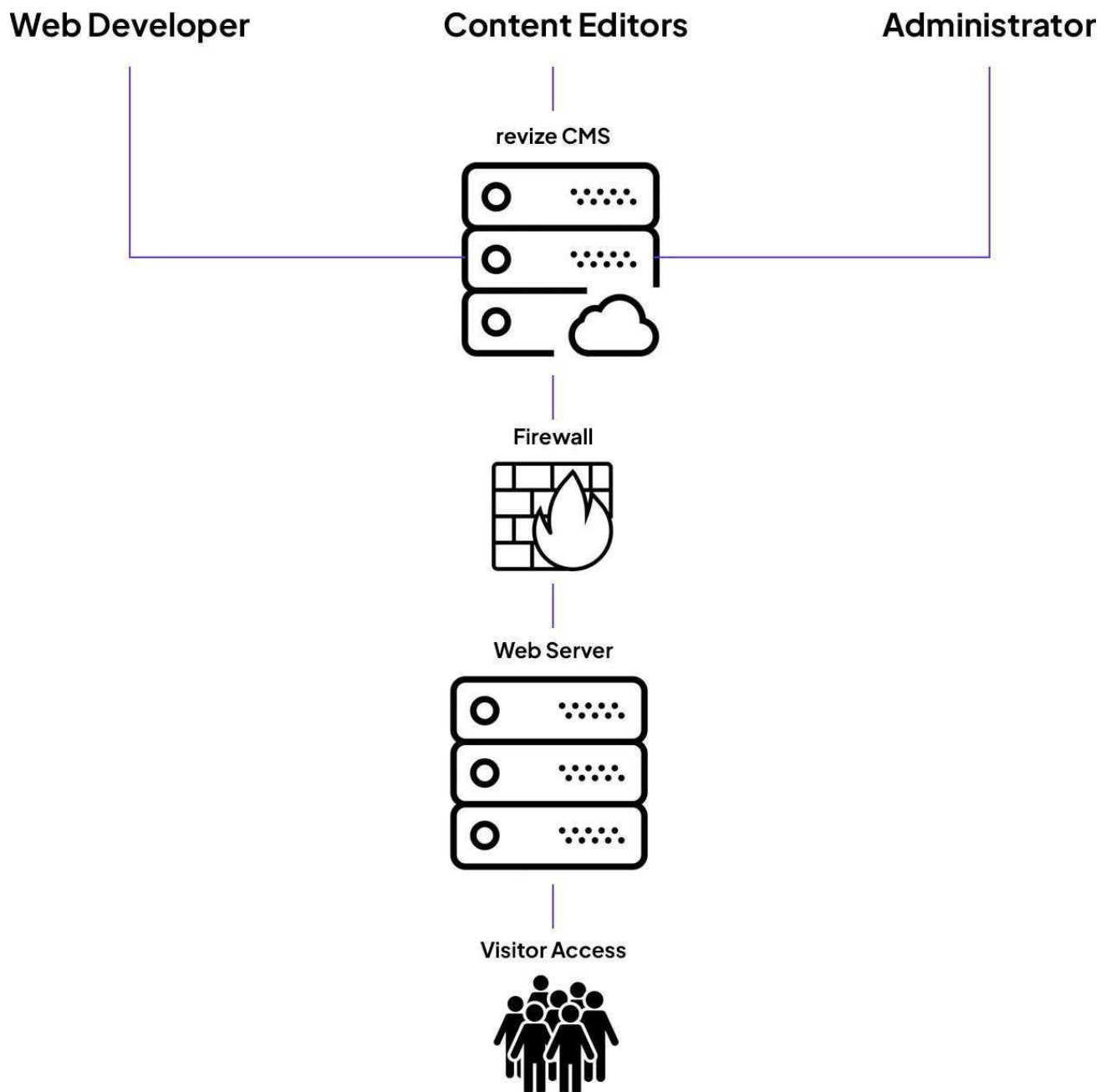
- Two or four full-site scans per year to identify new accessibility issues.
- Detailed accessibility reports for staff awareness and recordkeeping.
- Up to 20 hours annually from a WCAG remediation specialist to resolve flagged issues.

This service provides ongoing monitoring and hands-on support so the website remains as accessible and compliant as possible long after launch.

Revize Technology Architecture

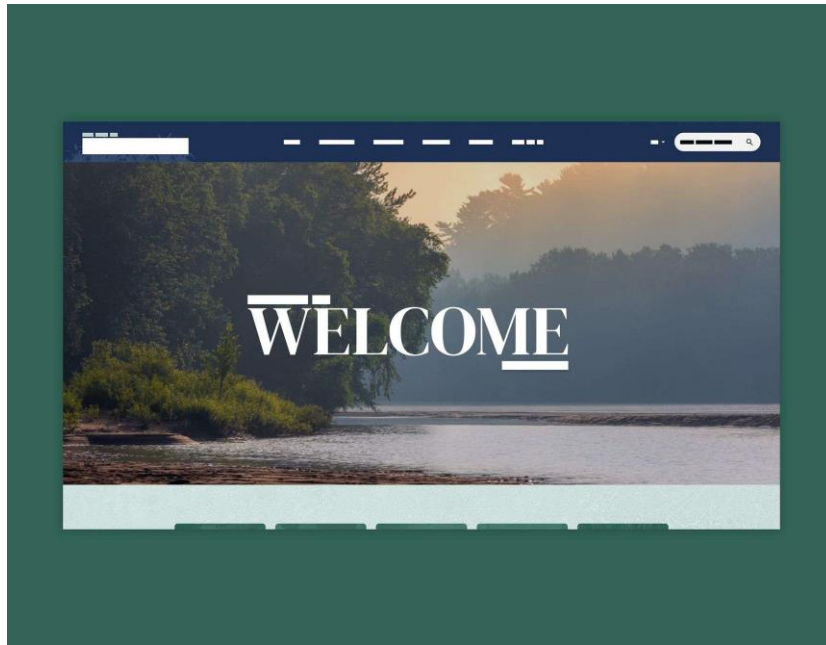
The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Intelligent Publishing WCM

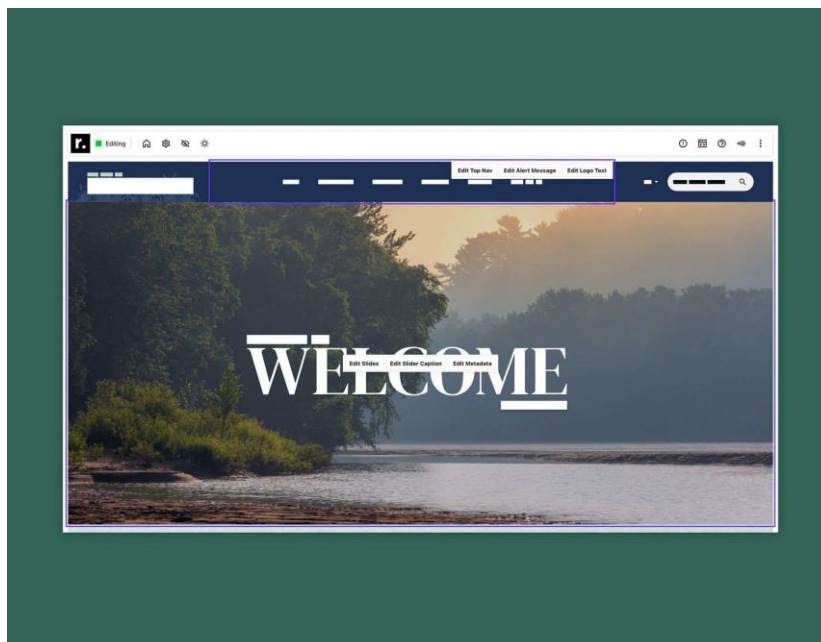


Revize Government CMS User Interface

1. Revize CMS User Interface Home Page



2. Users simply browse to a page that they want to edit, select the Login button, and login with their user credentials. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



3. The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a “Word Like” editor.

The screenshot shows a web editor interface for 'revize.'. At the top, there's a header with the 'revize.' logo. Below it, the main heading is 'Edit this page'. To the right of this heading are two buttons: 'PUBLISH' (blue) and 'HISTORY' (green). Below the heading, there are three tabs: 'EDIT' (active), 'FAQ'S', and 'TIPS'. The main content area is divided into two sections: 'Page Title' and 'Page Content'. The 'Page Title' section has a text input field with the placeholder 'Enter title here' and a note below it stating 'This is the page's main title'. The 'Page Content' section features a rich text editor. The editor has a menu bar with 'Edit', 'View', 'Insert', and 'Tools'. Below the menu bar are dropdowns for 'Paragraph', 'Fira Sans', and '16px'. The editor toolbar contains various icons for bold, italic, underline, link, unlink, list, indent, outdent, undo, redo, and other formatting options. The page is set against a dark green background.

After the page is “saved”, the page can be sent to an approver for review or immediately published to the web site.

Revize Quote

Project Cost

	Total
Phase 1: Kickoff Meeting and Discovery/Project Planning	\$500.00
Phase 2: Design Mockups/Wireframes One (1) concept, three (3) rounds of changes for each of the following - Homepage & Inner Page	\$1,000.00
Phase 3A & 3B: Development & Sitemap Development Convert mockups into Revize CMS enabled webpages and provide suggested sitemap	\$4,700.00
Phase 4: Quality Assurance Testing	\$900.00
Phase 5: Content Migration Content migration according to approved sitemap – Up to 300 webpages and 700 documents	Included
Phase 6: Revize CMS Content Editor Training & Go Live Annual Tech Support,	\$900.00
Revize CMS License and Annual Fee: Unlimited tech support, 5 CMS users, up to 10GB website storage, 50GB monthly bandwidth, Annual Fee,	\$2,600.00

Total Project Cost \$10,400.00

Optional Add-Ons

Additional Features/Services Not Included In Quote Above

App Name	Onetime Fee	Annual Fee
RZ ADA ClearDocs App (Up to 7,500 Pages)	No additional annual fee	\$5,900
Online Interactive Forms App	\$1,950	\$900
Facilities Reservation System (Bookables) added to Interactive Forms App	\$950	\$600
Tier 2: AI ChatBot with Auto Retrain & Backend Access:	No additional annual fee	\$3,400

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a five year contract.

Optional Payment Plan – Five Year Payment Breakdown – Interest Free

Year 1- \$4,160	1/5 of project costs + Annual Hosting, Support, Maintenance
Year 2- \$4,160	1/5 of project costs + Annual Hosting, Support, Maintenance
Year 3- \$4,160	1/5 of project costs + Annual Hosting, Support, Maintenance
Year 4- \$4,160	1/5 of project costs + Annual Hosting, Support, Maintenance. Optional Website Redesign
Year 5- \$4,160	1/5 of project costs + Annual Hosting, Support, Maintenance

Included Features

The Following Applications & Features will be integrated into Your Website: In addition to the Government Content Management System, which allows non-technical staff to easily create and update website content, Revize includes a suite of applications and features purpose-built for municipalities. These tools are outlined below and organized into five categories:

Citizen's Communication Center Apps

- Notification Center
- Document Center
- FAQs/Accordion
- News Center
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- iCal Integration
- File/Image Manager
- Link Checker
- Menu Manager
- Online Form Builder
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- History Log
- Secure Site Gateway
- Unique Login/Password for each Editor
- URL Redirect Setup/Friendly Links
- User Roles and Permissions
- Web Statistics and Analytics

Mobile Device and Accessibility Features

- Alt-Tags
- Font Size Adjustment
- Language Translator
- Mobile and Tablet Preview while Editing
- Responsive Website Design (RWD)
- WCAG Accessibility

Revize Support Includes

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24/7/365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Cloud backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage

Did you know?

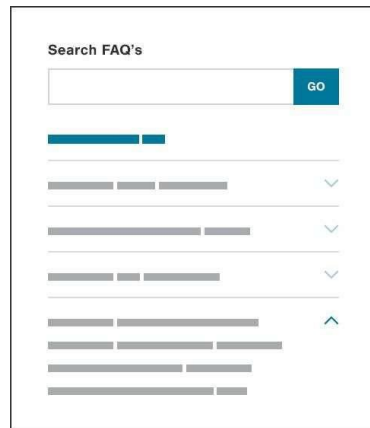
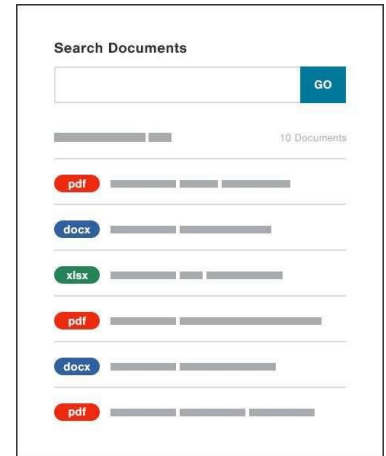
Revize updates your Content Management System on a rolling basis throughout the year



Citizen's Communication Center Apps

Document Center App

With the Document Center App, Revize helps clients save countless hours of employee time and resources. Using this module, you can create and archive the documents your site visitors require, like applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 – usually within two clicks – without incurring printing or postage costs. Skip the hassle and save money with the Revize Document Center.

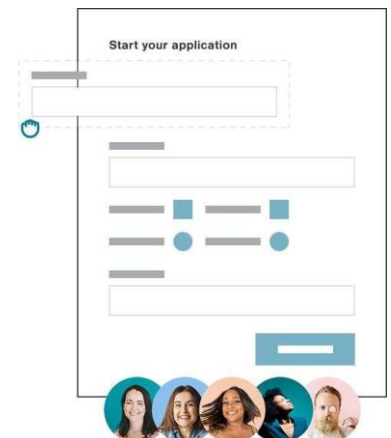


FAQ's

FAQs make it easier than ever for site visitors to find quick answers to common questions, significantly decreasing the number of calls coming into your switchboard daily. Within six weeks of a Revize website launch, our clients typically experience a significant decrease in daily phone calls. Support your community and relieve your employees with the FAQ App.

Job Posting

Revize's Job Posting App enables site visitors to view and apply for open positions virtually. Postings are removed automatically based on the job expiration date entered by HR personnel. Provide as much detail as you need, and link or upload any number of files describing the position. With the form-fill interface, new job openings can be posted in minutes by non-technical staff. Connect employers and employees with the online Job Posting App.



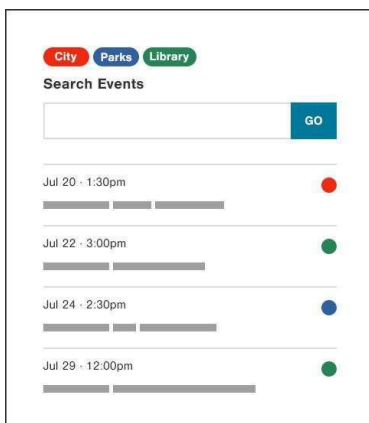
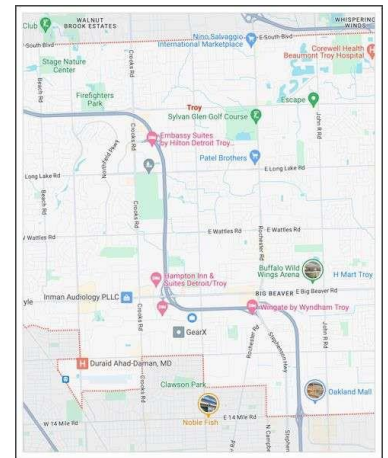


E-notify

The E-Notify App keeps site visitors informed. Web users can receive text and email notifications when a webpage changes. Many of our municipal clients include a notification option on their Meeting Minutes and Meeting Agendas pages so interested citizens can sign up for automatic updates on new postings.

Interactive Map

The user-friendly Revize CMS pairs perfectly with the Revize Interactive Map App, ensuring that the real world is as easily navigable as your website. Buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps interface highlighted with Pins.



Calendar App

The Master/Sub Calendar is a user-friendly tool that enhances usability and encourages the communication of events both internally and externally. It provides visibility and transparency for activities, meetings, and events with a visually appealing display and easy-to-find event contact information. The Calendar App is customizable to user preferences and boasts a Monthly, Daily, Weekly, or Listing View. Save time with the ability to insert recurring events; a perfect solution for repeating Board and Council meetings.

Notification Center

You can't control Mother Nature. However, you can protect your community from her wrath. By posting emergency notifications on your home page, another webpage, or throughout your site, this module allows your webmaster to accurately explain the situation and instruct members of your community on current protocol. In the wake of a natural disaster, the Notification Center is an essential tool to ensure safety and rehabilitation.

Bid Posting

Make sure your government agency is receiving the best possible vendor options for community projects with the Revize Bid Posting App. It provides a simple and convenient online method for vendors to see what your community is looking for and select the best bid choice for community projects. With options to specify the open and close dates for bid opportunities, our bid posting app makes it easy to automatically post and remove any bid from the website. Keep timelines, dates, and quotes open to the public and stay on top of projects and potential vendors.

Business Directory

Ideal for municipalities, chambers of commerce, or any membership organization, this module allows you to easily create and maintain a searchable directory for members and/or businesses within the website. Listings can easily be added, removed, and categorized by non-technical staff in a simple table interface.

News Center with Facebook Integration

The News Center is the news area on the homepage of your website. Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so interested citizens can sign up for automatic updates anytime there is a new posting. The News Center can integrate with Facebook so that news items are automatically posted to Facebook from the website, making life easier for your webmaster.

Online Interactive Forms

Using the Interactive Forms App, you can create -- from scratch -- an unlimited number of custom online forms on any page of your website. The beauty of the app lies in its simplicity. It enables site visitors to fill out and manage forms online in their browser without having to download or print documents. These forms can be used to have visitors contact you with questions, comments, and requests, give feedback, volunteer, sign up for various events, apply for permits, and so much more. Save your staff time and money by automating manual form processes with Revize Interactive Forms.

Quick Links

The Quick Links module empowers site visitors to navigate to their areas of interest, much like FAQs. Examples for users: "Where do I... Get Registered for Summer Camp." "Where do I... Get a Marriage License."

Sharing App

The Revize Sharing App provides a one-click drop-down to multiple social media and utility buttons. A common widget found on the web, it is intuitive and easy to use.

Sliding Feature Bar

This feature enhances the visual appeal of your website. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas to which you'd like to draw attention. For example, you may want to feature Parks & Rec; Landmarks and Tourist Attractions.

Translator

Revize integrates the Google Translator into your website template and translates from English to over 100 international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into and enables site visitors of all backgrounds to find the answers they seek. Promote inclusivity in your community with the Translator module.

Citizen's Engagement Center Apps

Public Service Request App

This app allows site visitors to submit requests online based on a map view. Each time an issue is submitted, a staff member will receive an email notification. From there they can respond directly to the requests and users can track their requests to completion. Photo submission, automatic escalation, mobile app integration, and archived reporting make this one of our most powerful features!

Citizen Request Center

The Citizen request Center allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop-down menu, individuals can forward the request, idea, or comment to the party of interest. The item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop-down menu at any time. Captcha is integrated to ensure each request is genuine and not spam.

Public Records Request Tracker

The Public Records Request Tracker allows the public to order copies of the public records maintained by a municipality. The request is routed to the record custodian within a department and an automated response is generated with a unique tracking number. The system allows the full tracking, correspondence, and online handling of all public record requests. The record request form is flexible and customizable for every municipality.

Citizen Connect

The Citizen Connect App helps open the lines of communication between administrators and their constituency, increasing transparency and interaction. It is a blog that features the option for user feedback comments (comments can be moderated before being published to the website).

Facilities Reservation App

This app allows the display of conference rooms, parks, shelters, and their amenities to manage their availability. A website visitor can search for facilities by type available, review the amenities for each facility, and easily reserve the facility, including the option to pay for its use. Reduce the administrative workload and encourage community engagement with the Facilities Reservation App.

Online Bill Pay

Online Bill Pay enables clients to set up secure online payment processing for credit card transactions using Stripe. This integration can be used for utility and tax payments, purchasing items online, making donations to non-profit organizations, and more.

Rss Feed

The Revize CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.

Staff Productivity Apps

Agenda Builder

With the cutting-edge Agenda Builder app, users can automate the assembly of meeting agendas and minutes, saving your webmasters time for more important tasks. The app allows you to easily create, edit, and manage agendas, adding notes to generate official meeting minutes with a single click. Track user access, assign unique roles for each board or commission, and monitor critical meeting data for future use. Controlled access and permissions ensure secure collaboration. Take control of your time by streamlining your meeting creation and management with the Agenda Builder.

Agenda Posting Center

Using this multifunctional app, you can upload agendas, meeting packets, meeting minutes, and more. All materials will be in one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access.

Image Manager

The Image Manager allows approved staff to upload images from their computer or network folders. The simple interface helps users upload new pictures and stores the uploaded pictures for reuse. Each department can create unique image folders and organize image libraries by department. Obsolete images can be deleted from the image library.

Intranet

Provides a Dynamic CMS-enabled area with secure login to build out an Intranet for employee-specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts, and many of the same modules used on the extranet. Support your employees and ensure their success with the Revize Intranet capabilities.

Link Checker

When a new link is created, the Revize system checks whether the URL (link) is valid. If not, an error message will be displayed. The useful Link Checker benefits the webmaster by double-checking bad links before they are saved and displayed on your website. It provides a second line of defense for your staff.

Menu Manager

The Menu Manager allows approved content editors to add or edit site-wide top navigation, and department or section-specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.

Newsletter App

The system empowers non-technical staff to create attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include displaying bounced and successful emails to help validate email addresses. The application offers the ability to import contact lists, upload images, add groups, assign contact lists to those groups, and export lists.

Online Form Builder

The Online Form Builder provides a quick and easy alternative for users to communicate with you, offer valuable feedback, and complete tasks online. The forms can be used to have site visitors contact you with questions, comments, and requests, give feedback, volunteer, or sign up for various events, activities, and programs.

Web Content Archive

Your website history will never be a mystery, because all content edits for your site are archived on the Revize CMS database for reference and future use. Your webmasters can click the History button to view previous versions of a particular page or content blocked from your site.

Web Content Schedule

The Web Content Schedule feature eliminates the possibility of promoting dated or past events on your site after the event has passed. The guarantee that accurate information is displayed on your website ensures you will never undermine the perceived accuracy and currency of the site's content with your audience.

Audit Trail

This is a crucial administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active, and use the audit trail for data recovery, if necessary.

Auto Sitemap Tool

The Revize CMS provides this tool to generate a sitemap automatically. Whenever a new page is added or deleted from the system, the sitemap will republish to adapt the change. An up-to-date sitemap is critical to boost the ranking of your website on different search engines.

History Log

With the History Log, administrators can view all the archived versions of any web page and restore any old or archived page. It is a useful feature for referring to any archived legal documents or press releases.

Roles/Permission Setup

Our CMS uses a role-based authentication system in which you can add individual user accounts. Then, assign system roles like Editor, Developer, Administrator, Workflow Approvers, etc. Or, you can add roles for each department and assign department-specific roles to each user.

Secure Site Gateway

Provides a secure login area for either users of an intranet or users to access information unavailable to the general public. Once users are set-up with a secure login ID, they can manage their password changes as needed.

Website Statistics

Revize integrates Google's Web Analytics tool to track the number of site visits, website traffic sources, and more. Your website administrator can run various reports to collect important data on the usage of your website.

Workflows By Department

Workflows offers a method for Supervisory Oversight of content updates. The process allows an authorized "approver" to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

Mobile Device and Accessibility Apps

Alt-Tags

Use of alt tags for images, a required part of the Revize CMS image manager feature, allows visually impaired individuals to understand the content of the image. Alt tags are imperative for website accessibility and ADA compliance.

Font Size Adjustment

Provides the ability for users to change font size by clicking a button to reach their desired size. Helps those with impaired vision to easily read information on your website.

Responsive Web Design

Revize uses pixel-rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, i.e., smartphones, tablets, iPads, and iPhones. A must-have feature in a world of smartphones.

WCAG Compliance

Revize websites are designed to align with **WCAG 2.1 AA**, while actively incorporating **WCAG 2.2 AA** best practices as standards evolve. Accessibility is supported through ongoing platform enhancements and client tools.



revize.

Thank you

For Considering Revize

Prepared by Revize

150 Kirts Blvd. Troy, MI 48084

Ph: 248-269-9263 x8035

Fax: 866-346-8880

www.revize.com

Disclaimer

Scope of Proposal: The information contained in this proposal is for general informational purposes only. The content of this proposal is subject to change without notice, and revize LLC reserves the right to modify, amend, or alter any part of the proposal at its sole discretion. The services, deliverables, timelines, and pricing outlined herein are estimates and are subject to further negotiation and final agreement.

RZ ClearDocs Pricing Options



Features	RZ-ClearDocs Pro	RZ-Clear Docs Pro Plus
Document Outline	✓	✓
Language Translation	✓	✓
Download Files	✓	✓
Page Summarization	✓	✓
Ask a Question		✓
Price (Up to 7,500 PDF pages)	\$5,900/yr	\$6,900/yr
Price (Up to 15,000 PDF pages)	\$7,900/yr	\$8,900/yr
Price (Up to 30,000 PDF pages)	\$9,400/yr	\$9,900/yr
Enterprise Level Plan	Contact Us	Contact Us

Not seeing exactly what you need? Reach out to interested@revize.com and let us know how we can help.

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AGENDA SUMMARY

City Council
September 1, 2026

Agenda Item: 4.

Subject Title: Purchase Request - Pavement and Base Repair Services - Paquette Company - \$118,890

Objective:

Consider a Request to Approve the Purchase of Pavement and Base Repair Services from Paquette Company.

Summary:

The City is requesting approval to repave portions of Disston Avenue, Virginia Street, West Pearl Street, West Osceola Street, and West Chester Street. These streets have been identified as requiring resurfacing to maintain safe and reliable road conditions for residents and local traffic.

In addition to the repaving, the project includes the installation of 12-inch by 12-inch ribbon curb with #4 rebar at the radius (corner) areas on all five streets. This curb installation is specifically designed to protect the street corners from damage caused by trucks and other large vehicles making turns, which has been a recurring issue.

The total base cost for the repaving work is \$94,890.00, with an additional \$24,000.00 for the ribbon curb alternate, for a total of \$118,890.00 if the curb option is selected. The pricing includes all labor, materials, mobilization, traffic control, and prep work prior to paving, as detailed in the contractor's proposal.

Importantly, the City is able to secure these services by piggybacking on an existing state contract (Lake County Contract No. 24-502 with PAQCO, Inc.), which streamlines procurement, ensures competitive pricing, and expedites project delivery. This approach leverages a competitively bid, pre-approved contract for pavement and base repair

services, as allowed under state and local purchasing policies.

Exhibits:

1. Cost Sheet
2. 2024 On Call Lake County Contract
3. 24-502 Mod 3 SIGNED

Options:

1. Approve the request as presented.
2. Request additional quotes.
3. Deny the request.

Fiscal Impact:

\$118,890

P & Z Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the request as presented.



PAQUETTE COMPANY

101 WEBER AVENUE
LEESBURG, FL 34748
PH. #(352) 365-0006 / FX. #(352) 315-0500

CITY OF MINNEOLA - STREET PAVING- 2026

TO: MR. DAN DASHTAKI
CITY OF MINNEOLA

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	DISSTON AVENUE 1 1/2" SP-9.5 OVERLAY (BASE FOR RADIUSSES)	975	SY	\$18.00	\$17,550.00
2	VIRGINIA STREET PAVE WITH 1 1/2" SP-9.5 (BASE FOR RADIUSSES)	1,300	SY	\$18.00	\$23,400.00
3	W. PEARL STREET 1 1/2" SP-9.5 (BASE FOR RADIUSSES)	1,100	SY	\$18.00	\$19,800.00
4	W. OSCEOLA STREET WITH 1 1/2" SP-9.5 (BASE FOR RADIUSSES)	930	SY	\$18.00	\$16,740.00
5	W. CHESTER STREET 1 1/2" SP-9.5 (BASE FOR RADIUSSES)	800	SY	\$18.00	\$14,400.00
6	MOBILIZATIONS	1	LS	\$3,000.00	\$3,000.00
ALT	12" X 12" RIBBON CURB W/ #4 REBAR AT RADIUS AREAS ON ALL 5 STREETS	640	LF	\$37.50	\$24,000.00
***	STREETS BID AS A WHOLE BASED ON 1 1/2" SP-9.5 ASPHALT				
***	INCLUDES TACK COAT				
***	INCLUDES TRAFFIC CONTROL AND PREPWORK PRIOR TO PAVING				
***	MILLING JOINTS AND KEYWAYS				

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
PAQCO, INC. FOR
PAVEMENT AND BASE REPAIR, ON-CALL
ITB # 24-502**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Paqco, Inc., a Florida profit corporation, its successors and/or assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #24-502 seeking firms or individuals qualified to provide on-call road repairs for the COUNTY; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE

2.1 The purpose of this Agreement is for the CONTRACTOR to provide on-call pavement and base repairs as needed at various locations throughout Lake County ("the Service") as detailed in the Scope of Work attached hereto and incorporated herein as **Exhibit A**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

2.2 The CONTRACTOR will commence work for the Service upon the date of the Notice to Proceed attached hereto and incorporated herein as **Exhibit B** issued to the CONTRACTOR from the COUNTY. This contract will remain in effect until completion and acceptance by COUNTY of the Project. The parties acknowledge that the term may be extended until the completion of any express and implied warranty periods provided within this contract.

ARTICLE 3. SCOPE OF SERVICES

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Work, attached and incorporated by reference as **Exhibit A**, as well as the completed Submittal

Form. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The Service consists of on-call road repair services, as-needed, as specified in **Exhibit A**, at various locations within Lake County.

3.3 The parties acknowledge that this is an indefinite quantity contract, non-exclusive, with no guarantee of a volume of services. COUNTY does not guarantee a minimum or maximum dollar amount to be expended.

3.4 This Agreement will commence upon the first day of the next calendar month after approval by the authorized authority.

3.5 This Agreement will be in effect for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. The terms and conditions of this Agreement shall remain in effect until completion of all express and implied warranty periods. COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

3.6 All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY. **No additional days will be granted for rain delays.**

3.7 The CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service.

3.8 CONTRACTOR is responsible for obtaining any required permits or other approvals from the Florida Department of Environmental Protection (FDEP) and shall be solely responsible for ensuring compliance thereunder, if applicable, including the development of a Stormwater Pollution Prevention Plan, maintenance of erosion and sediment control BMPs, performance of required inspections, and recordkeeping requirements.

3.9 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also

assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated in this Agreement by reference.

3.10 In the event any conflict between any drawings and specifications contained within this Agreement, the following will govern:

A. Addenda will supersede all other contract documents to the extent specified in the addenda. Subsequent addenda will supersede prior addenda only to the extent specified in subsequent addenda.

B. 100% plans will supersede earlier versions of plans incorporated herein without further action by the parties. Final approved plans, stamped by the permitting authority, supersede earlier versions of plans without further action of the parties.

3.11 Plans and Specifications. The specifications provided in the solicitation process are specifically incorporated herein and included by reference as a material term and condition of this Agreement. The Service shall be rendered in strict conformity with the contract documents, plans and specifications, as well as the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition). It is the duty of the CONTRACTOR to maintain current specifications along with any and all required licensing, and to inform COUNTY of any changes.

3.12 E-Verify. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTOR during the term of this Agreement.

The CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

3.13 State Funding: Preference for State Residents. The CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to the CONTRACTOR is being supported in whole or in part by State funding, the CONTRACTOR shall give preference to the employment of State residents in the performance of the work on the Service if State residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ State residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post Federal the employment needs in the State's job bank system. However, in work involving the expenditure of aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to Federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

ARTICLE 4. PAYMENT

4.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit C**.

4.2 If the COUNTY determines that a payment and/or performance bond is necessary for a particular project, COUNTY's approved forms will be provided to the CONTRACTOR when the project is awarded. No other bond forms will be acceptable.

A fixed lump sum price represents the CONTRACTOR's base bid, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

4.3 Retainage. A retention of funds equal to 5% will be withheld from each invoice in accordance with Section 218.735, Florida Statutes. Retainage will be released in accordance with Section 218.735, Florida Statutes.

4.4 Invoicing. The CONTRACTOR will submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Invoices are to be submitted to the Public Works Road Operations Division at roadopsinvoices@lakecountyfl.gov, unless directed otherwise by the Project Manager. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by PDF documentation of the work completed and invoiced, including, but not limited to: service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation requested by the COUNTY in COUNTY's discretion. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, a detailed description of services provided, and a calculation for the five percent (5%) retainage to be withheld.

4.5 Progress Payments. The CONTRACTOR may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY's Project Manager. Retention of funds will be held in accordance with Section 218.735, Florida Statutes. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. Each invoice must contain such detail and be backed up with whatever supporting information the COUNTY or the CONTRACTOR reasonably requests and must at a minimum state:

- A.** The total Construction Price for the Service.
- B.** The amount due for properly provided labor, materials and equipment properly incorporated into the Service; and with respect to amounts invoiced for materials or equipment necessary for the Service and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the COUNTY), be accompanied by written proof that the COUNTY has title to such materials or equipment and that such material and equipment is fully insured against loss or damage.
- C.** A breakdown of the various parts of the Service as related to the itemization shown in the estimate/quotation.
- D.** The value of the various parts of the Service performed;

- E. Previously invoiced amounts and credit payments made;
- F. The total amount due, less any agreed retainage;
- G. Submit a current schedule with every pay application; and

H. A lien waiver and other documentation verifying the CONTRACTOR's payment to subcontractors and suppliers as the COUNTY may reasonably request.

Without limitation, at any stage of the Service, the COUNTY may require that the CONTRACTOR provide a lien release executed by the CONTRACTOR, each subcontractor having provided Notice to COUNTY and any other subcontractor, Laborer, Materialman or person or entity providing labor, materials or services as may reasonably be required by the COUNTY which such release and waiver of lien must relate to the work which is the subject of the Application for Payment.

4.6 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will not make payment on partial delivery of supplies, services, or materials.

4.7 In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

4.8 Payment Procedures.

A. The COUNTY will review the CONTRACTOR's applications for payment, including such accompanying data, information and schedules as the Service requires, to determine the amounts due to the CONTRACTOR and, based upon such review, together with its inspections of the Service, will authorize payment by the COUNTY to the CONTRACTOR in writing. Such authorization will constitute the CONTRACTOR's certification to the County that:

1. The Service described in the CONTRACTOR's invoice has progressed to the level indicated;
2. The Service has been performed in accordance with the Agreement;
3. All necessary and appropriate lien waivers have been submitted; and
4. The amount requested is currently due and owing to the CONTRACTOR.

B. In the case of unit price work, the CONTRACTOR's recommendations for payment will constitute final determination of quantities and classifications of such work.

C. Payments will be deemed timely if postmarked on or before the payment date defined in this Agreement or any other payment due date stated in this Article 4.

D. COUNTY may withhold all or part of an application for payment to the extent reasonably necessary to protect the COUNTY if in the COUNTY's opinion the representations to the COUNTY required by this section cannot be made. If the COUNTY is unable to certify payment in the amount of the

application, the COUNTY will notify the CONTRACTOR as provided for in this Agreement. If the CONTRACTOR and the COUNTY cannot agree on a revised amount, the COUNTY will promptly authorize payment for the amount which the CONTRACTOR is able to make such representations to the COUNTY. The COUNTY may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the COUNTY's opinion to protect the COUNTY from loss for which the CONTRACTOR is responsible, including loss resulting from its acts and omissions, because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the COUNTY is provided by the CONTRACTOR;
3. Failure of the CONTRACTOR to make payments properly to subcontractors for labor, materials, or equipment;
4. Reasonable evidence that the Service cannot be completed for the unpaid balance of the contract price;
5. Damage to the COUNTY or other CONTRACTOR;
6. Reasonable evidence that the Service will not be completed within dates established in this Agreement, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or
7. Persistent failure to carry out the Service in accordance with this Agreement.

4.9 County's Right to Refuse Payment. The COUNTY's approval of the CONTRACTOR's invoice will not preclude the COUNTY from exercising any of its remedies under this Agreement. These remedies include, without limitation the COUNTY's right to withhold all or part of any payment (including Final Payment) for the reasons described in Article 4. In the event of a dispute, payment will be made on or before the payment date for amounts not in dispute, subject to any setoffs claimed by the COUNTY. The COUNTY will have the right to refuse to make payment and, if necessary, may demand the return of a portion or all the amount previously paid to the CONTRACTOR to the extent due to:

A. The CONTRACTOR's failure to perform the Service in compliance with the requirements of this Agreement or any other agreement between the parties.

B. The CONTRACTOR's failure to correctly and accurately represent the Service performed in a payment request, or otherwise.

C. The CONTRACTOR's performance of the Service at a rate or in a manner that, in the COUNTY's reasonable opinion, is likely to result in the Service being inexcusably delayed.

D. The CONTRACTOR's failure to use funds previously paid the COUNTY, to pay the CONTRACTOR's Service-related obligations including, but not limited to, the CONTRACTOR's subcontractors, materialmen, and suppliers.

E. Claims made against the COUNTY or its property.

F. Loss caused by the CONTRACTOR's subcontractors, or suppliers and not paid by insurance or covered by bonds provided by CONTRACTOR.

G. The CONTRACTOR's failure or refusal to perform any of its obligations to the COUNTY.

4.10 Contractor's Right to Refuse Performance for Non-Payment. If within the time set forth in Section 218.735, Florida Statutes, the COUNTY, without cause or basis under this Agreement, fails to pay the CONTRACTOR any amounts then due and payable to the CONTRACTOR will have the right, in addition to all other rights and remedies contained in this Agreement, to send the COUNTY an overdue notice. If the payment request is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

4.11 Correction of Past Payments. All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and will be corrected and adjusted in the final payment. If any invoice contains a defect or impropriety which would prevent payment by the payment date, the COUNTY shall notify the CONTRACTOR in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the COUNTY to be payable to the CONTRACTOR will be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

4.12 Interest on Outstanding Amounts Due. To the extent allowed by Chapter 218, Florida Statutes, interest will accrue on amounts owed by the COUNTY to the CONTRACTOR which remain unpaid for the time specified in the statutes.

No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

4.13 Invoice Warranties and Guarantees. The CONTRACTOR expressly warrants and guarantees to the COUNTY that:

A. Title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the COUNTY either by incorporation into the Service, or upon receipt of payment by the CONTRACTOR, whichever occurs last.

B. All goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances.

C. No goods, products, materials, equipment, or systems covered by an invoice have been acquired by the CONTRACTOR, or its subcontractors or suppliers, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the CONTRACTOR, or its subcontractors or suppliers.

4.14 Contractor's Signature. The signature of the CONTRACTOR on any invoice constitutes the CONTRACTOR's certification to the COUNTY that (i) the CONTRACTOR's services listed in the invoice have progressed to the level indicated and have been performed as required by this Agreement; (ii) the CONTRACTOR has paid its subcontractors and suppliers their proportional share of all previous payments received from the COUNTY; and (iii) the amount requested is currently due and owing.

4.15 Taxes. The CONTRACTOR shall incorporate into the Pricing Sheet, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment, and systems incorporated into the Service which were legally required at the time of execution of this Agreement, whether yet effective or merely scheduled to go into effect. The CONTRACTOR shall secure, defend, protect, hold harmless, and

indemnify the COUNTY from and against all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the COUNTY by any taxing authority with respect to such taxes. The CONTRACTOR shall cooperate with and assist the COUNTY in securing qualified refunds of any sales or use tax paid by the COUNTY or CONTRACTOR on goods, products, materials, equipment, or systems. Any refund secured must be paid to the COUNTY.

4.16 Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedures will apply:

A. The COUNTY, through the Public Works Department—Road Operations, shall determine whether the COUNTY will directly purchase certain materials required for the Service.

B. Upon execution of this Agreement, the CONTRACTOR shall prepare a list of proposed items that may be desirable for COUNTY direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify the CONTRACTOR in writing of the specific materials which are intended to be purchased.

C. Within ten (10) calendar days from receipt of the written notice described in Article 4.16.B, the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the construction schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

D. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the construction documents, including, without limitation, the plans, specifications, and construction schedule. Within five (5) calendar days from the receipt of the proposed Purchase Order, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

E. The COUNTY will place the Order for the materials with the vendor.

F. The COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR will have full responsibility for their storage, protection, risk-of-loss, and installation pursuant to the construction documents, including, without limitation, the plans, specifications, and construction schedule.

G. The vendor will invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR's responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Agreement, the management of the materials once delivered or the incorporation of the materials into the Service, as provided in the construction documents, including, without limitation, the plans, specifications and construction schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ANY SUBCONTRACTS ACCORDINGLY.

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the COUNTY's policy and the Change Order will become a part of the contract documents as provided in this Agreement. The CONTRACTOR's fee will be calculated on the basis that the CONTRACTOR, rather than the COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the COUNTY under this program. The calculation of the fee in this manner will provide, among other things, specific supplemental consideration for the provisions of this Article.

4.17 Compensation of Contractor's Subcontractors and Suppliers. Upon receipt of payment from the COUNTY, the CONTRACTOR shall pay each of its subcontractors and suppliers out of the amount received by the CONTRACTOR on account of such subcontractor's or supplier's portion of the Service, the amount to which each entity is entitled, reflecting percentages retained from payments to the CONTRACTOR on account of such entity's portion of the Service. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONTRACTOR's subcontractors or suppliers. However, the COUNTY reserves the right, but has no duty, to make payment jointly to the CONTRACTOR and to any of its subcontractors or suppliers if the COUNTY becomes aware that the CONTRACTOR fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the COUNTY, will create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the COUNTY to repeat the procedure in the future.

4.18 Final Payment. Prior to being entitled to receive final payment, and as a condition precedent, the CONTRACTOR must achieve Final Completion of the Service and provide documents needed for final payment.

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1 The COUNTY shall designate a COUNTY staff member to act as COUNTY's Project Manager. It is agreed to by the parties that the COUNTY's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY's Project

Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used.

ARTICLE 6. PUBLIC WORKS PROVISIONS

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term “contract documents” includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY’s Project Manager of any discrepancy and await the Project Manager’s direction before proceeding with the work in question.

6.2 **Errors and Omissions.** The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

6.3 CONTRACTOR Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

C. Superintendent. The CONTRACTOR shall at all times have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to promptly supply any materials, tools, equipment, labor and incidentals which may be required. Such superintendent must be furnished regardless of the amount of work sublet. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

E. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY's normal working hours with the COUNTY's Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. Documentation. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY's Project Manager (the person managing the specific Service from the Facilities & Fleet Management Department) with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTOR that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTOR are hired at any time during the contract period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below must be supplied in one (1) PDF attachment that must be titled with the company's name, the person's name, and the person's birthdate. Example: *ACME Plumbing - John H. Smith - 10/10/96*. The documentation must include the following:

1. Full name
2. Address
3. Email address
4. Telephone number

5. Copy of driver's license/State of Florida identification card/valid passport/valid work visa
6. A current, clear, color photo (head shot) taken with a plain background.
7. Building names and addresses of the facilities where the individual will be working.
8. Any additional information that may be requested by the Lake County Sheriff's Office

G. Criminal Justice Information Services (CJIS). When advised by the COUNTY's Project Manager, the CONTRACTOR's personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

H. Background Check

1. Background checks will be performed by the Lake County Sheriff's Office for projects and services being done at the Lake County Courthouse at no expense to the CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The CONTRACTOR will be responsible for all costs associated with the "Certified Background Check." A copy of the "Certified Background Check" must be supplied to the COUNTY's Project Manager prior to any work starting.
2. The Lake County Sheriff's Office will have the ultimate decision-making authority as to the approval or denial of all personnel, subcontractors, and representatives of the CONTRACTOR.
3. The COUNTY's Project Manager shall notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys

1. The CONTRACTOR's personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card.
2. All approved personnel, subcontractors, and representatives of the CONTRACTOR will be issued identification badges and will be required to wear them at all times while on the COUNTY's property. At no time will personnel, subcontractors, and representatives of the CONTRACTOR be allowed to work on the COUNTY's property prior to being given approval by the Facilities Maintenance Division Manager and the assignment of a CONTRACTOR identification badge.
3. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of the CONTRACTOR.
4. The Facilities Maintenance Division Manager will notify the CONTRACTOR by email that identification badges, proximity cards, and keys are ready for pickup, and will have the CONTRACTOR complete release forms and then distribute them to the CONTRACTOR for disbursement to their personnel, subcontractors, and representatives. The COUNTY's Project Manager must be copied on the email.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys

1. In the event that an identification badge, proximity card or key is lost, stolen or damaged, the CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY's Project Manager.
2. Personnel, subcontractors, and representatives of the CONTRACTOR must be temporarily substituted by the CONTRACTOR with a suitable replacement until the CONTRACTOR has obtained a new identification badge/proximity card.
3. The CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR's next invoice.

K. Reports. The CONTRACTOR shall provide an initial report within thirty (30) business days of the start date and then annually for all employees currently being utilized for the Service. All additions and changes must be highlighted in yellow. The COUNTY's Project Manager will provide a standardized Excel form at contract initiation that will be used. Reports must be provided for the duration of the Service. Reports must be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY's Project Manager. Reports must include the following information:

1. Individual's name, birthdate, and driver's license number.
2. Identification badge/proximity card number.
3. All facilities where the employee works.
4. All facilities accessible by proximity card or key.
5. The date the identification badge/proximity card was issued.
6. Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage.
7. The date that the individual left employment of the CONTRACTOR and the identification badge/proximity card was returned.

L. Worker Dismissal / Leave Reporting

1. The CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY's Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of the CONTRACTOR that are utilized for projects or services for the COUNTY.
2. The CONTRACTOR shall contact the Facilities Maintenance Division Manager to arrange to drop off identification badges, proximity cards, and keys of a dismissed workers within three (3) working days of dismissal or leave.

M. Service Completion

1. At the completion of the Service, the CONTRACTOR shall, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.
2. The CONTRACTOR will be assessed a \$25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR's final invoice.

6.4 Subcontractors.

A. The CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, must have at least one supervisor/foreman on the job site that speaks and understands English.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.

E. The CONTRACTOR shall include with the final invoice a completed CONTRACTOR's FINAL PAYMENT AFFIDAVIT, a copy of which is attached and incorporated herein as **Exhibit D**. The invoice will not be processed without the form.

F. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

6.5 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other CONTRACTORS on the job site. All work must be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

6.6 Emergencies. Dependent on County need, the CONTRACTOR must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR's responsible person for supervision of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY's Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.7 Safety.

A. The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work, and shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, Federal, State or local government standards,

including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the CONTRACTOR.

B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with these requirements will be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite must be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR will be notified immediately. The CONTRACTOR shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied. CONTRACTOR shall receive no additional compensation, no extension of the Time of Completion date applicable to the work, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred as a result of such work stoppage. If the violation is not corrected within a reasonable period of time, COUNTY may in its sole discretion declare CONTRACTOR to be in default of this Agreement.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTOR shall remove all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal must be included in the lump sum price stated elsewhere in this Agreement. The CONTRACTOR shall leave the site clean and

neat. All work must be cleaned up prior to the next day of business. At no time may the specified work interfere with the regular operating hours of Lake County.

H. CONTRACTOR must have sufficient and Service appropriate supplies for clean-up, including vacuum cleaners, on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR's final payment with the minimum cost of \$50.00 to offset the COUNTY's time for securing services to properly clean and inspect the site.**

I. The CONTRACTOR shall confine all equipment, materials and operations to the Service site and areas identified in the agreement documents. The CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

J. Hazardous Materials. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 C.F.R. 1910.1200(g), and include the following information:

- Section 1: Identification
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;
- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

The CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person will be the CONTRACTOR's superintendent unless otherwise

designated in writing to the COUNTY's Project Manager. All communications to the superintendent will be as binding as if given to the CONTRACTOR.

K. Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

6.8 Underground Utilities. Any required digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities because of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

6.9 Maintenance of Traffic.

A. In the event that any of the work is conducted within any public right of way, the CONTRACTOR shall provide proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the Service will be the strictest and latest edition as promulgated by the Florida Department of Transportation (FDOT) or the Federal Highway Administration (FHWA).

B. Maintenance of traffic will be the responsibility of the CONTRACTOR, is part of the CONTRACTOR's proposal price, and must conform to FDOT's most current editions and supplements of Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Manual or Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, or the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), as applicable. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the FDOT website at: <https://www.fdot.gov/publications/publications.shtm>.

C. All costs associated with MOT must be included in the CONTRACTOR's proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with all of the FDOT and the FHWA standards (i.e., signs, qualified flaggers, and barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR, at the CONTRACTOR's sole cost and expense, to hire and pay for this service.

E. All lane closures must have the prior approval of the COUNTY.

F. These requirements are to be considered a minimum and the CONTRACTOR's compliance will in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and the CONTRACTOR's employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR must provide minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing a road by driving slow moving equipment, the operator must allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.10 General Inspection Requirements.

A. Due to the nature of this Agreement, the COUNTY will, at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for the CONTRACTOR's inspection of facilities or sites and activity schedules may be secured from the user COUNTY department. Failure to visually inspect the facilities or sites may be cause for disqualification of the CONTRACTOR on that individual Service.

B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at the CONTRACTOR's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

C. If the COUNTY should, at any point before, during, or after, completion of construction activities, fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another CONTRACTOR, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR may not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the

CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY's rights and remedies under this Agreement. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement for default.

F. All work performed and all materials furnished must be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY's Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY's Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY's Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY's Project Manager deems necessary to conform to the determination based on the COUNTY's Project Manager's professional judgment.

G. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.11 Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods must be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and this Agreement may be terminated or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials must be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, must not be used for the Service, and must be removed from the site by the CONTRACTOR at the CONTRACTOR's expense. Until incorporated into the work, materials will be the sole responsibility of the CONTRACTOR and the CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, materials and equipment must be of a suitable type and grade for the purpose which they are used.

D. All unusable materials and debris must be removed from the premises by the CONTRACTOR at the end of each workday and disposed of in an appropriate manner.

6.12 - Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY's approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for a requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR's quote to complete the additional work will be limited to (i) the CONTRACTOR's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

E. The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY's policy. The payment authorized by such a change order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

6.13 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in I above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.14 Acceptance of the Work and Final Payment.

A. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the

Service is accepted by the COUNTY and will be in compliance with the terms of this Agreement, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance must be maintained until final acceptance by the COUNTY.

C. Final Invoice. When the work provided for under this Agreement has been completely performed by the CONTRACTOR a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection with the invoice. Occupancy by the COUNTY alone does not constitute final acceptance.

D. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has reached substantial completion, CONTRACTOR shall request a final inspection by the COUNTY. The COUNTY, or the COUNTY's representative, shall make the final inspection within five (5) business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY shall, pursuant to Section 218.735(7), Florida Statutes, prepare and deliver to the CONTRACTOR a single list of items required to render the Service complete, satisfactory, and acceptable within thirty (30) calendar days after being notified by CONTRACTOR of the project, or project phase if the project is multi-phased, reaching substantial completion. The single list will be delivered by the COUNTY to the CONTRACTOR within five (5) days after the list of items has been developed and reviewed.

The failure by the COUNTY to include any corrective work or pending items on the list does not alter CONTRACTOR's responsibility for completing the Service pursuant to this Agreement. All items that require correction under the contract and that are identified after the preparation and delivery of the list remain the obligation of CONTRACTOR as defined by this Agreement. The CONTRACTOR shall correct all deficiencies before final acceptance and payment of retainage is made.

E. Final Acceptance. Final completion must be within thirty (30) days after delivery of the list of items in paragraph D of this section. If the COUNTY fails to provide the list as provided for in paragraph D of this section, the time for completion will be extended by the number of days the COUNTY exceeded the delivery date. COUNTY will re-inspect to verify completion of the list of items provided to CONTRACTOR for final acceptance. An eighty-dollar (\$80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

F. Release of Retained Funds. As set forth in Section 218.735, Florida Statutes, upon completion and acceptance by the COUNTY of all items on the list of items provided for in paragraph D of this section, CONTRACTOR may submit a payment request for all remaining retainage withheld for the project, or phase of project, as applicable. If a good faith dispute exists as to whether one or more of the items identified in the list have been completed pursuant to the contract, COUNTY may continue to

withhold up to 150% of the total costs to complete such items. CONTRACTOR shall submit CONTRACTOR's Final Payment Affidavit with the request for payment.

G. Waiver of Claims. The CONTRACTOR's acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

H. Termination of CONTRACTOR's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

I. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.15 Warranties.

A. All warranties will begin on the date of the COUNTY's acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans, or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Service.

B. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for the contract documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

C. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the Scope of Services, plans, or specifications. This will include watering the sod on a regular basis as

needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the County Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

D. CONTRACTOR will be responsible for promptly correcting all apparent and latent deficiencies or defects in work, regardless of the project completion status, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.16 Liquidated Damages.

A. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this Agreement and no additional days will be given for rain delays. However, *unusually severe weather conditions* which prevent or inhibit the CONTRACTOR's ability to perform the Service shall be considered an excusable cause for additional days. The Contract Period may be adjusted to account for unusually severe weather conditions, but only if there has been strict compliance by CONTRACTOR with all claims submission requirements and other requirements of the Contract Documents related to time extensions. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying the CONTRACTOR of an assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

B. The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Service continues. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY's actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner.

C. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

D. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Agreement is complete and the Liquidated damages Sum is satisfied.

6.17 Sanitation. The CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use must be strictly enforced. The location of these conveniences will be subject to the COUNTY's Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

6.18 Submittals and Equal Products.

A. Submittals of products required for the Service assigned to the CONTRACTOR under this Agreement, must be supplied to the COUNTY for pre-approval prior to the start of the work. These documents must be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. A formal submittal for the alternate/shop drawings must be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR's response. To ensure that sufficient information is available, the CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.19 Fees. The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day

Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

ARTICLE 7. SPECIAL TERMS AND CONDITIONS

7.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONTRACTOR; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR's breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR's failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated and the CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

7.2 Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY's Project Manager and Procurement Services Director within five working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).
4. Employers Liability with the following minimum limits and coverage:

Each Accident.....	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit.....	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

7.3 Indemnity. To the extent permitted by law, the CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

7.4 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent CONTRACTORS and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

7.5 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.6 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.7 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.8 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

While the COUNTY has listed all major items which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.9 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

7.10 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

7.11 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its

records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

7.12 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY'S custodian of public records, 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 for 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

7.13 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

7.14 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed must be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work may be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

Special schedules may be established, if necessary, because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

7.15 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.16 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this Agreement, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY's facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In

the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

7.17 Lands for Work and Access Thereto. CONTRACTOR hereby represents to COUNTY that it is fully aware of the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner authorizing the CONTRACTOR to do so. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. The CONTRACTOR shall obtain from landowner any environmental permits as applicable and supply a copy thereof to the COUNTY.

The CONTRACTOR shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the CONTRACTOR shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the CONTRACTOR has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

7.18 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY's property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

7.19 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

7.20 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

7.21 Drawings/Plans. If at any time the CONTRACTOR is supplied by the COUNTY or produces building drawings/documentation for construction or any other purpose, the CONTRACTOR shall not share, distribute, display, or in any other way transmit a copy of these plans without the consent of the COUNTY. If there is a need to allow another individual to view the plans, a written request (email is allowed) shall be submitted to the COUNTY's Project Manager. A written response (email is allowed) from the COUNTY must be obtained before the plans can be released for viewing.

7.22 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated in this Agreement, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

7.23 Price Redeterminations. Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials. Redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the Bureau of Labor Statistics site. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The contract unit prices may be adjusted based on the movement of the stated index. The base index value will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price redetermination is made. The COUNTY reserves the right to also request index-based adjustments if it is deemed to be in the COUNTY's best interest.

CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received, the COUNTY will assume that CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by CONTRACTOR and to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The CONTRACTOR hereby waives its right to a jury trial for any action arising from the Agreement.

8.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

8.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

8.5 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

8.6 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.7 The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

8.8 The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

8.9 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.10 Certification Regarding Scrutinized Companies: The CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties,

attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

8.11 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTORS, CONTRACTOR employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

8.12 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay

any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

8.13 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY departments.

8.14 Prime Contractor. The CONTRACTOR will be the prime CONTRACTOR for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors may be made without consent of the COUNTY. The CONTRACTOR will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.15 State Registration Requirements. The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law, unless exempt from registration.

8.16 Grant Funding. In the event that any part of this Agreement is to be funded with federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority-owned business enterprises, women-owned business enterprises, and labor surplus area firms. CONTRACTORS are advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONTRACTOR pursuant to grant funding requirements.

8.17 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONTRACTOR, continue until completion without change to the then current prices, terms, and conditions.

8.18 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

8.19 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.20 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Fay J. Paquette, Vice President
PAQCO, Inc.
101 Weber Avenue
Leesburg, Florida 34748

If to COUNTY:

Lake County Manager
Lake County Administration Building
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 9. SCOPE OF AGREEMENT This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

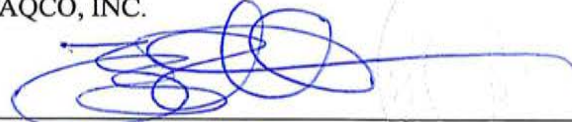
9.1 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)Scope of Work and Submittal Form
Exhibit BNotice to Proceed
Exhibit CPricing Sheet
Exhibit DContractor's Final Payment Affidavit

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

PAQCO, INC.



Fay J. Paquette, Vice President

This 16th day of JULY, 2024.
License No. CUC057046

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Kirby Smith, Chairman

This _____ day of _____, 2024.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh
County Attorney

Exhibit A
(Composite)
Scope of Work and Submittal Form

**24-502 EXHIBIT A – SCOPE OF WORK/SERVICES
PAVEMENT AND BASE REPAIR – ON CALL**

1. SCOPE OF SERVICES

Contractors shall provide on-call road repairs to include base repairs, milling, the installation of asphalt, and the installation of striping to match the preexisting markings. Repair size will vary. Repairs will take place on County-maintained roads and related facilities throughout the County.

This is an indefinite quantity vendor pool contract with no guarantee of the volume of work to be performed. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract.

2. CONTRACTOR RESPONSIBILITIES

Contractors shall:

- 2.1. Provide services to the County on an as needed basis.
- 2.2. Designate a project manager that shall speak English and have available communication devices with internet access to ensure proper communication and documentation during operations.
- 2.3. Provide competent and qualified personnel to perform the work as required in accordance with the most recent edition of the Florida Department of Transportation's (FDOT's) "Standard Plans for Road and Bridge Construction".
- 2.4. Furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with the contract specifications.
- 2.5. Be responsible to make a video in digital format of all current conditions such as, but not limited to driveways, road intersections, vegetation, etc., before any work starts. Contractor shall focus on any deficient conditions present at the time of the videotaping. The date and time shall be recorded on the video at the time it is being created. A copy of this video shall be supplied to the County's Project Manager before commencement of any work outlined on the Project Order Form.
- 2.6. Complete work orders within sixty (60) days of receipt of Notice to Proceed unless otherwise agreed upon with the County Project Manager.
- 2.7. Notify the County Project Manager two (2) business days prior to starting any work.
- 2.8. Submit invoices no later than ten (10) days after project completion.

3. COUNTY RESPONSIBILITIES.

- 3.1. The County will award to one or more Contractors to establish a vendor pool.
- 3.2. The County shall supply Contractor with a Notice to Proceed Form (Exhibit E) that will contain all the designated limits of roadway (s) to be repaired. Each roadway will have the limits marked in white or pink paint.
- 3.3. The County will outline the area and dimension to receive pavement repair with temporary field marking paint prior to issuance of Notice to Proceed. Each area will have an individual

Page 1 of 6

EXHIBIT A – SCOPE OF WORK/SERVICES

24-502

PAVEMENT AND BASE REPAIR – ON CALL

calculation of square yards to repair. This yardage calculation will determine which unit cost will be assessed for that repair should multiple repairs occur on the Notice to Proceed.

4. MOBILIZATION/ DEMOBILIZATION

- 4.1. Contractor shall assess the County a single mobilization/demobilization charge for each repair not within 2,640 ft of the beginning or end of another repair.

Examples:

- 4.1.1. County provides a Notice to Proceed to the contractor outlining two (2) repairs on Maple Street. The repairs are 300 hundred feet from the end of one repair to the beginning of the next. Contractor shall only be permitted to assess one (1) mobilization/demobilization charge.
- 4.1.2. County provides a Notice to Proceed to contractor outlining two (2) repairs on Elm Street. The repairs are 2,750 feet from the end of one repair to the beginning of the next. The contractor shall be permitted to assess two (2) mobilization/demobilization charges.
- 4.1.3. County provides a Notice to Proceed to contractor outlining four (4) repairs on Pine Street. The repairs are 565 feet from the end of the first repair to the beginning of the second, 1,698 feet from the end of the second repair to the beginning of the third, and 1,500 feet from the end of the third repair to the beginning of the fourth. The contractor shall be permitted to assess one (1) mobilization/demobilization charge as distance between any one repair does not exceed 2,640 feet.

- 4.2. The mobilization/demobilization charge must include all costs associated with the complete mobilization and demobilization of labor and equipment to and from the jobsite.

5. ROAD BASE REPAIRS

- 5.1. Contractor must saw cut outside the area marked with temporary paint. All saw cuts will be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs will be rejected and replaced by the Contractor at no additional cost to the County.
- 5.2. Contractor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches of compacted lime rock base and one (1) inch of asphalt, unless otherwise directed on the Notice to Proceed, or to a depth determined by the County Project Manager. Finished elevation of the repair must be at base pre-repair condition and shall allow for the specified depth of asphalt, unless otherwise directed by the County in writing on the Notice to Proceed.
- 5.3. The unit cost for road base repair must be all inclusive to include all of the following items: traffic control, saw cutting, excavation, lime rock installation and compaction, trucking, disposal, and any other incidental charges associated with the repair. Asphalt must be specified and invoiced under a different line item.

6. ASPHALTIC CONCRETE BASE COURSE

- 6.1. Contractor may be required to repair roadway using Asphaltic Concrete Base Course in accordance with the Florida Department of Transportation Standard Specification for Road

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PAVEMENT AND BASE REPAIR – ON CALL

and Bridge Construction, 2019 Edition (or latest edition), Section 234, Asphaltic Concrete Base Course. Requests for this service may vary in thickness and will be designated on the Notice to Proceed. **Asphalt base will be applied in (2) inch increments and shall be priced as per square yard / per two (2) inches of thickness.**

- 6.2. Contractor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of four (4) inches of compacted asphalt base, on whichever thickness is provided in Notice to Proceed. Contractor shall utilize type SP 12.5 Superpave Asphaltic Concrete and Construct each course in layers not to exceed 2 inches compacted thickness.
- 6.3. A motor grader may be used to spread the first course or multiple course bases when the subgrade will not support the use of a mechanical spreader (paver). The County will not require mechanical spreading and finishing equipment for the construction of base widening strips less than 4 feet in width or where the shape or size of the area will not accommodate mechanical spreading (paver). Though it is the Contractor's responsibility to provide a suitable driving surface.
- 6.4. In areas where standard rollers cannot be accommodated, vibratory rollers supplemented with trucks, motor graders, or other compaction equipment approved by the County may be used. Final surfaced shall be rolled with a standard roller to provide acceptable driving surface with sufficient density.

7. MILLING

- 7.1. At the discretion of the County, milling may be required to repair an area without doing base repairs.
- 7.2. If milling is required and traffic is to be maintained prior to the placement of the new asphaltic concrete, the Contractor must ensure that suitable transitions between areas of varying thickness are created to allow for a smooth longitudinal riding surface. The Contractor must sweep all milled areas in a manner that will minimize dust prior to opening to traffic or before starting the overlay process.
- 7.3. All millings created by this process will become the property of the Contractor and it will be the Contractor's responsibility to remove them from the project site.
- 7.4. The County Project Manager will determine the thickness of the area to be milled. Milling will occur in increments of one (1) inch unless otherwise specified on the Notice to Proceed. Contractor will be compensated at the unit price for the milling as specified in the Contractor's bid.

8. ASPHALT

- 8.1. For overlays and general base repair, the Contractor shall install and compact Type SP 9.5 asphaltic concrete at a thickness of one (1) inch unless otherwise noted on the Notice to Proceed. Asphaltic Concrete Base Course repairs shall utilize SP 12.5 asphaltic concrete.
- 8.2. Contractor must install the new asphalt to ensure that the transition joints are not excessive, and a good quality ride is provided when finished. The result of the installation of the asphalt

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PAVEMENT AND BASE REPAIR – ON CALL

must provide an even transition with the existing area. No more than one-quarter (¼) inch difference in height will be allowed for the transition of the two (2) areas.

8.3. Payment will be calculated by the square yard or per ton as stated on the Notice to Proceed and will be all inclusive, but not limited to the following items: traffic control, asphalt installation and compaction, trucking, any disposal, and any other incidental charges associated with the repair.

8.4. A tack coat must be used to ensure a good bond to the existing base and asphalt. Asphalt must be installed at a minimum rate of one (1) inch thick compacted, unless otherwise specified by the County Project Manager.

8.5. Asphalt restoration associated with road base repairs must be completed no later than forty-eight (48) hours after removal. Under no circumstances will the Contractor leave open areas unattended for more than the specified time frame, unless authorized in writing by the County Project Manager.

8.6. When asphalt repairs are requested using a per ton measurement the Contractor shall submit copies of load tickets collected at the asphalt plant.

9. STRIPING

9.1. It is the responsibility of the Contractor to ensure the current striping layout is recorded before the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

9.2. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

9.3. Contractor shall install temporary painted traffic stripes and markings prior to the removal of the MOT.

9.4. Contractor shall install all Thermoplastic Pavement Markings not prior to 14 calendar days or beyond 30 days following paving.

9.5. All Thermoplastic shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retro reflectivity.

9.6. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation

10. QUALITY CONTROL/ CORING

10.1. At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas.

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PAVEMENT AND BASE REPAIR – ON CALL

10.2. The County will have the option of completing one (1) core per repaired area and one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards.

10.3. If it is determined that the repairs meet the specifications as outlined within, the County will bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the Contractor will be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring will be deducted from the submitted invoice.

11. PUBLIC NOTIFICATION OF WORK

11.1. At the discretion of the County Project Manager, the Contractor may be required to utilize Portable Changeable Message Signs (PCMS, FDOT Index 102-600) for public notification of work.

11.2. When a Contractor is required to install a Portable Changeable Message Sign (PCMS, FDOT Index 102-600), it must be located at each end of the proposed work zone, unless directed otherwise by the County Project Manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction.

11.3. The PCMS must display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e., "Next 2 Miles"), daily hours of closure, and temporary speed restrictions.

11.4. The Contractor will be compensated on a per unit per day rate as stated on the Notice to Proceed form. All costs associated with the Portable Changeable Message Signs must be all inclusive and shall be invoiced at the unit rate as stated on the bid sheet.

12. DAMAGE

12.1. All items damaged because of the Contractor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., shall be either repaired or replaced by the Contractor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager.

12.2. Any invoices submitted to the County which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. County reserves the right to pay any such invoices and deduct such costs from the Contractor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished.

12.3. If the Contractor damages a County sign or other property owned by the County, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the Contractor.

12.4. Complaints shall be addressed by the Contractor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the

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EXHIBIT A – SCOPE OF WORK/SERVICES

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PAVEMENT AND BASE REPAIR – ON CALL

complaint. Contractor shall notify the Project Manager immediately of any complaints given directly to the Contractor.

13. SUBCONTRACTOR/ MATERIAL SUPPLIERS

13.1. If subcontractors or materials suppliers are to be used by the Contractor, the Contractor shall provide a listing of such subcontractors and materials suppliers with the Contractor's acceptance of the Notice to Proceed to include:

13.1.1. The name of each subcontractor/material supplier proposed.

13.1.2. The work or the material the subcontractor/material supplier will provide.

13.2. Prior to final payment to the Contractor, Contractor shall provide Certification of Payment to Subcontractors/Materials Suppliers before the invoice is processed and paid.

14. SAFETY

14.1. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations shall be provided.

14.2. Any safety devices installed by the manufacturer shall be in place and in proper working order at all times. If the County Project Manager determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County Project Manager.

14.3. The County's Project Manager shall periodically monitor work site for safety. Should there be safety or health violations, the County's Project Manager has the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Project Manager, the project shall be shut down immediately upon notice and shall not resume work until the unsafe condition has been remedied.

14.4. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Safety Data Sheets (SDS), or any other information that would assist the Contractor in the planning of a safe work site. The Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

14.5. Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site.

[The remainder of this page intentionally left blank]

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ATTACHMENT 1 – SUBMITTAL FORM

24-502

The undersigned hereby declares that: Paqco, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **PAVEMENT AND BASE REPAIR ON-CALL** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1. TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2. INVOICING

As stated in Exhibit D – Additional Terms and Conditions.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: NO

3. CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4. CERTIFICATION REGARDING EXHIBIT D – PUBLIC WORKS ROAD OPERATIONS ADDITIONAL TERMS AND CONDITIONS

I certify I have reviewed EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS and accept as written.

YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

5. CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

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ATTACHMENT 1 – SUBMITTAL FORM

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6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

7. CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

9. ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

10. FEDERAL FUNDING REQUIREMENT

10.1. N/A

11. RECIPROCAL VENDOR PREFERENCE

Vendors are advised the County has established a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

A. Primary business location of the responding Vendor: Leesburg Florida

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ATTACHMENT 1 – SUBMITTAL FORM

24-502

- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: Main office is located at 101 Weber Ave. Leesburg, FL 34748

12. GENERAL VENDOR INFORMATION

Firm Name: Paqco, Inc.
Street Address: 101 Weber Avenue
City: Leesburg State and ZIP Code: Florida 34748
Mailing Address (if different): Click or tap here to enter text.
Telephone: 3523650006 Fax: 3523150500
Federal Identification Number / TIN: 59-3609588
DUNS Number: Click or tap here to enter text.

13. SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Fay J Paquette*

Date: 1/4/2024

Print Name: Fay Paquette

Title: Vice President

Primary E-mail Address: fay@paqcoinc.com

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Exhibit B
Notice to Proceed

NOTICE TO PROCEED /ESTIMATING FORM

PROJECT LOCATION:

Repair No.	Work Description	Length	Width	SY	TN	Mobilization Y/N	Price per SY	Repair cost	Pavement Markings	Unit	QTY	Cost
1	Limerock Base Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" white line	LF	25	\$ 25.00
	Asphalt Base Course Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" yellow line	LF	5	\$ -
	Asphalt Milling / SY	200	20	444			\$ 1.00	\$ 444.44	Symbol - Single Arrow	EA	5	\$ -
	Asphalt Paving / SY	200	20	444			\$ 1.00	\$ 444.44	24 inch white stop bar	LF	5	\$ -
	Asphalt Paving / Ton @ 110 lb/cy	300	20	1111	61		\$ 1.00	\$ 61.11	RPM	EA	5	\$ -
Mobilization Charge \$ 1.00							Total Cost \$ 1,894.89	PM Total \$ 25.00				
2	Limerock Base Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" white line	LF	25	\$ 25.00
	Asphalt Base Course Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" yellow line	LF	5	\$ -
	Asphalt Milling / SY	200	20	444			\$ 1.00	\$ 444.44	Symbol - Single Arrow	EA	5	\$ -
	Asphalt Paving / SY	200	20	444			\$ 1.00	\$ 444.44	24 inch white stop bar	LF	5	\$ -
	Asphalt Paving / Ton @ 110 lb/cy	200	20	444	24		\$ -	\$ -	RPM	EA	5	\$ -
Mobilization Charge \$ 1.00							Total Cost \$ 1,603.76	PM Total \$ 25.00				
3	Limerock Base Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" white line	LF	5	\$ -
	Asphalt Base Course Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" yellow line	LF	5	\$ -
	Asphalt Milling / SY	200	20	444			\$ 1.00	\$ 444.44	Symbol - Single Arrow	EA	5	\$ 7.00
	Asphalt Paving / SY	200	20	444			\$ 1.00	\$ 444.44	24 inch white stop bar	LF	5	\$ -
	Asphalt Paving / Ton @ 110 lb/cy	200	20	444	24		\$ -	\$ -	RPM	EA	5	\$ -
Mobilization Charge \$ 1.00							Total Cost \$ 1,785.76	PM Total \$ 7.00				
4	Limerock Base Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" white line	LF	5	\$ -
	Asphalt Base Course Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" yellow line	LF	5	\$ -
	Asphalt Milling / SY	200	20	444			\$ 1.00	\$ 444.44	Symbol - Single Arrow	EA	5	\$ -
	Asphalt Paving / SY	200	20	444			\$ 1.00	\$ 444.44	24 inch white stop bar	LF	5	\$ -
	Asphalt Paving / Ton @ 110 lb/cy	200	20	444	24		\$ -	\$ -	RPM	EA	5	\$ -
Mobilization Charge \$ 1.00							Total Cost \$ 1,776.76	PM Total \$ -				
5	Limerock Base Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" white line	LF	5	\$ -
	Asphalt Base Course Repair / SY	200	20	444			\$ 1.00	\$ 444.44	6" yellow line	LF	5	\$ -
	Asphalt Milling / SY	200	20	444			\$ 1.00	\$ 444.44	Symbol - Single Arrow	EA	5	\$ -
	Asphalt Paving / SY	200	20	444			\$ 1.00	\$ 444.44	24 inch white stop bar	LF	5	\$ -
	Asphalt Paving / Ton @ 110 lb/cy	200	20	444	24		\$ -	\$ -	RPM	EA	5	\$ -
Mobilization Charge \$ 1.00							Total Cost \$ 1,776.76	PM Total \$ -				
Project Total Cost \$ 9,012.00												

Questions or issues concerning the repair size(s) or any other information listed on this "Notice to Proceed" shall be addressed and agreed upon in writing by the Project Manager prior to performance of work. Any work performed without such an agreement by all parties shall be paid as stated on the Notice to Proceed in accordance with the terms and conditions of the contract. Sq Yd. of asphalt shall be equal to the Sq. Yd. size of repair ordered unless otherwise noted in writing.

Exhibit C
Pricing Sheet

ATTACHMENT 2 - PRICING SHEET

24-502

Pavement Base Repair Services (Vendor Pool)

Paqco, Inc.			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	ITEM DESCRIPTION	UOM	PER PER UNIT
1	Mobilization / Demobilization Charge	Each	\$ 1,500.00
2	Portable Changeable (Variable) Message	Per Unit Each Day	\$ 750.00
3	Base Repair (10-20 SY)	Square Yards	\$ 60.00
4	Base Repair (21-50 SY)	Square Yards	\$ 50.00
5	Base Repair (51-100 SY)	Square Yards	\$ 40.00
6	Base Repair (101-200 SY)	Square Yards	\$ 35.00
7	Base Repair (201-500 SY)	Square Yards	\$ 30.00
8	Base Repair (>501 SY)	Square Yards	\$ 25.00
9	Additional 1" per SY for limerock to be	Square Yards	\$ 2.75
10	Asphaltic Concrete Base Course (10-20 SY)	Square Yards	\$ 32.00
11	Asphaltic Concrete Base Course (21-50 SY)	Square Yards	\$ 30.00
12	Asphaltic Concrete Base Course (51-100)	Square Yards	\$ 28.00
13	Asphaltic Concrete Base Course (101-200)	Square Yards	\$ 26.00
14	Asphaltic Concrete Base Course (201-500)	Square Yards	\$ 24.00
15	Asphaltic Concrete Base Course (>501 SY)	Square Yards	\$ 22.00
16	Milling (10-20 SY)	Square Yards	\$ 30.00
17	Milling (21-50 SY)	Square Yards	\$ 30.00
18	Milling (51-100 SY)	Square Yards	\$ 25.00
19	Milling (101-200 SY)	Square Yards	\$ 22.50
20	Milling 201-500 SY)	Square Yards	\$ 12.50
21	Milling (>501 SY)	Square Yards	\$ 10.00
22	Asphalt Repair (10-20 SY)	Square Yards	\$ 20.00
23	Asphalt Repair (21-50 SY)	Square Yards	\$ 20.00
24	Asphalt Repair (51-100 SY)	Square Yards	\$ 17.50
25	Asphalt Repair (101-200 SY)	Square Yards	\$ 13.75
26	Asphalt Repair (201-500 SY)	Square Yards	\$ 12.75
27	Asphalt Repair (>501 SY)	Square Yards	\$ 11.75
28	Additional 1" per SY for asphalt to be	Square Yards	\$ 9.00
29	Asphalt per Ton	Ton	\$ 162.50
PAVEMNT MARKINGS			
ITEM #	ITEM DESCRIPTION	UOM	PER PER UNIT
30	4 inch White Line	Linear Foot	\$ 1.30
31	4 inch Yello Line	Linear Foot	\$ 1.30
32	6 inch White Line	Linear Foot	\$ 1.50
33	6 inch Yellow Line	Linear Foot	\$ 1.50
34	18 inch White Line for Gore Areas	Linear Foot	\$ 4.25
35	18 inch Yellow Line for Gore Areas	Linear Foot	\$ 4.25
36	12" Crosswalk	Linear Foot	\$ 4.25
37	24" Crosswalk	Linear Foot	\$ 8.50

ATTACHMENT 2 - PRICING SHEET

24-502

Pavement Base Repair Services (Vendor Pool)

38	Symbol - Single Arrow	Each	\$	80.00
39	Symbol - Combination Arrow	Each	\$	120.00
40	Message - "School"	Each	\$	220.00
41	Message - "Railroad Crossing"	Each	\$	220.00
42	Message - "Only"	Each	\$	135.00
43	Message - "Merge"	Each	\$	150.00
44	Message - "Stop"	Each	\$	135.00
45	Message - Micellaneous, 4-5 letters	Each	\$	135.00
46	24 inch - White Stop Bar	Each	\$	110.00
47	Raised Pavement Markings	Each	\$	7.00
ADDITIONAL ITEMS				
48	Night Work Charge (Including Lights)	Per Day	\$	1,500.00
49	Law Enforcement assisted MOT - Only used	Per Day	\$	500.00

The following information is required for price redetermination consideration.

Enter type of fuel used: Diesel or Gasoline	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	7.50%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	17.50%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	75.00%
Must equal 100%	100.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

Exhibit D
Contractor's Final Payment Affidavit



CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
TO BE SUBMITTED WITH ALL FINAL PAYMENT APPLICATIONS

Before me, the undersigned authority, personally appeared

(Name of affiant) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) _____ of
(Business Name) _____
which does business in the State of Florida, hereinafter called the "Contractor."
2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).
3. This Affidavit is executed by the Contractor accordance with section 713.06 of the Florida Statutes for the purposes of obtaining a final payment in the amount of: \$ _____.
4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors

NAME OF LIENOR	AMOUNT DUE
_____	_____
_____	_____

Signed and Delivered on the ____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 10/1/2025	Contract Number: 24-502 Title: On-Call Pavement and Base Repair Contractor Effective Date: 10/1/2024
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Amy Munday E-mail: Amy.Munday@LakeCountyFL.Gov Telephone Number: 352-343-9839	CONTRACTOR Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, FL 34748 ATTENTION: Fay Paquette – Vice President
INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.	
DESCRIPTION OF MODIFICATION: This Contract Modification is issued to extend agreement for Two (2) years, to expire on September 30, 2027.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>8-8-25</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer II</u> Date: <u>August 8, 2025</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



AGENDA SUMMARY

City Council
September 1, 2026

Agenda Item: 5.

Subject Title: Lease Agreement - Emergency Response Vehicle - Sentinel Emergency Solutions, LLC

Objective:

Consider a Request to Approve a Lease Agreement with Sentinel Emergency Solutions for the Temporary Lease of a 1999 Pierce Pumper and Equipment.

Summary:

The lease of the 1999 Pierce Pumper from Sentinel Emergency Solutions, LLC is necessary because two of the City's fire trucks were damaged while responding to separate emergency calls. The department is seeking approval to lease a replacement fire truck for a minimum of sixty (60) days at a rate of \$1.00 per day. This arrangement ensures that the department can continue to respond effectively to emergencies while repairs are made to the damaged vehicles. The lease agreement includes all required insurance, maintenance, and return conditions to protect both the city and the lessor.

Exhibits:

1. Exhibit A - Lease Agreement R1999A SENTINEL

Options:

1. Approve the request as presented.
2. Request quotes from additional vendors.
3. Deny the request.

Fiscal Impact:

\$1.00/day for a minimum of 60 days = \$60 minimum; continues at \$1.00/day if extended.

P & Z Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the request as presented.



This equipment lease is made as of this _____ day of _____,
20_____, and is between Sentinel Emergency Solutions, LLC, a Missouri LLC (“Lessor”), and
_____**Minneola Fire Department; 800 US Highway 27 North; Minneola, FL**
34715_____ (“Lessee”).

In consideration of Lessee receiving rental/loaner vehicle from Lessor, Lessee agrees as follows:

1. Area of Use: Lessee shall not utilize the vehicle beyond the boundaries of its customary response area including mutual aid territories as stipulated within the lessee’s response plan agreements or as otherwise authorized, in writing, by Sentinel Emergency Solutions, LLC.
2. Accident, Theft, and Claims Reporting: Lessee will immediately report to Sentinel Emergency Solutions, LLC. any accident or theft of, or damage to the vehicle and appropriately report any accident, theft or damage to the law enforcement authority for the jurisdiction where the accident, theft or damage occurred. Customer shall promptly inform Sentinel Emergency Solutions of the authority to whom the report was made and cooperate in any investigation pertaining to the accident or loss.
3. Sentinel Emergency Solutions, LLC shall not be responsible for any loss or damage to any personal property left in the vehicle.
4. Insurance: Lessee shall maintain and provide to Sentinel Emergency Solutions, LLC proof of insurance prior to the operation of the vehicle, as described in Exhibit 1. All insurance shall be documented in a form and amount satisfactory to Sentinel Emergency Solutions, LLC and shall contain the insurer’s agreement to provide thirty (30) days written notice to Sentinel Emergency Solutions before cancellation or material change of any policy. Lessee shall deliver the policies or copies of the policies or Certificates of Insurance promptly upon demand.

Lessee agrees that liability insurance coverage provided by Sentinel Emergency Solutions, LLC is secondary coverage only. Lessee’s coverage is primary at all times. Lessee understands that there is no physical damage insurance inuring to the benefit of



Lessee on said vehicle while it is in Lessee's possession and therefore Lessee agrees to pay Sentinel Emergency Solutions, LLC a sum equal to the cost of repairs of all damage to said vehicle and its equipment during Lessee's possession thereof.

All repairs or replacement shall be made at Sentinel Emergency Solutions standard service department pricing.

In the event that any accident, theft or damage occurs to the vehicle, Lessee agrees to reimburse Sentinel Emergency Solutions for any deductible it is required to pay its insurance carrier within ten (10) days of request from Sentinel Emergency Solutions, LLC.

5. Indemnification: As material consideration for loaning the vehicle, Lessee hereby indemnifies, defends, and holds harmless Sentinel Emergency Solutions, LLC and its officers, directors, employees, insurers, agents, representatives, contractors and subcontractors, individually or jointly, (collectively "Indemnified Parties"), from and against any and all claims, demands, causes of action, damages, costs, expenses or liability whatsoever, including but not limited to interest, penalties, and reasonable attorney's fees, asserted by any third parties, volunteers, employees, agents, representative, contractors or subcontractors, of Lessee against any Indemnified Parties relating to, resulting from or arising out of any act or omission of Lessee, its employees, agents, representatives, contractors or subcontractors, and the use of the rental/loaner vehicle by Lessee or while a vehicle in the possession, custody or control of the Lessee. Lessee shall immediately inform Sentinel Emergency Solutions, LLC in the event of any claim subject to indemnification under this Agreement. Lessee shall assume full responsibility and control for the complete defense and any settlement or other resolution of such claim (exercising reasonable business judgment) on behalf of and for the interest of both Lessee and the Indemnified Parties further provided that the Indemnified Parties shall not , in any fashion, be caused to undertake, in whole or in part, or contribute to the cost of any such indemnification, settlement or payment of any claim. Lessee agrees that upon request, it will, upon demand by Sentinel Emergency Solutions, LLC, provide Sentinel Emergency Solutions, LLC with a Sentinel Emergency Solutions, LLC Vehicle Operators Hold Harmless Agreement executed by any volunteer, employee, agent, or other driver of the vehicle.



6. Notices: All written notices or other communications required pursuant to this Agreement shall be deemed properly given: (1) on the date of delivery when provided to the parties entitled thereto by personal delivery, (2) on the first business day after being sent by professional or overnight courier, (3) on the third business day after being sent by registered or certified mail, postage fee paid, or (4) on the date of transmission if sent by telecopy or other means of electronic transmission, if the transmitting machine prints an acknowledgement of receipt by the receiving machine and if a copy of the notice or other communication is also sent with one (1) business day by another means specified in this section. Any such written notice or other written communication shall be delivered or addressed as set forth below (or to such other address as may be designated in writing by the parties in accordance with this section):

If to Sentinel Emergency Solutions, LLC:

Sentinel Emergency Solutions, LLC
2900 Telegraph Road
St. Louis, MO 63125-4061
Attn: Bill Franz

If to Lessee:

____Minneola Fire Department_____
____800 US Highway 27 North_____
____Minneola, FL 34715_____
Attn: ____Chief Daniel DiBiasie_____

7. No Warranties: To the maximum extent permitted by applicable law, Sentinel Emergency Solutions, LLC disclaims all warranties and conditions, either express or implied, including, and not limited to IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



8. Use: Lessee will not sublet or loan said vehicle to any third person. If repairs become necessary while said vehicle is in Lessee's possession, Lessee will communicate with Sentinel Emergency Solutions, LLC promptly and follow explicitly all instructions given.
9. Acknowledgement of Condition: Lessee acknowledges receipt of the equipment as specified in the "Certificate of Acceptance" in good and safe mechanical condition and agrees to return the vehicle/equipment in the same condition as received, ordinary wear and tear excluded. Lessee will not use the vehicle for any towing, pushing or hauling. Lessee understands and agrees that it will be responsible for any and all vehicle violations, parking tickets, parking lot occurrences, including tolls, penalties, damages, etc. during the time of Lessee's possession.
10. Maintenance: Lessee understands they are responsible for performing and paying for all costs incurred in maintaining the vehicle. Every six (6) months, while this lease is in effect, the lessee must have Sentinel Emergency Solutions, LLC perform a Level One maintenance. Lessee will pay all costs associated with the Level One maintenance.

Additionally, if the lease is in effect for twelve (12) months, the lessee must have Sentinel Emergency Solutions, LLC perform the annual, NFPA pump test and ground ladder test. The pump test and ground ladder test must be performed during the thirteenth (13) month of this lease. The lessee shall pay all costs associated with the pump test and ground ladder test.
11. Return of the Vehicle: The rental/loaner vehicle must be returned within twenty-four (24) hours of notification by Sentinel Emergency Solutions, LLC. Notification will be made to the person identified on the Certificate of Acceptance by either personal contact, telephone, or electronic mail.

Lessee agrees that the vehicle, upon its return, will be in the same overall condition as when received including but not limited to the removal of equipment, waste/litter, any lettering which was applied, and/or any radios that were installed by the lessee and /or their designee.



12. **Drivers and Training:** In order to use said vehicle, Lessee represents that all drivers shall be fully trained as required by Lessee's standard training procedures. All drivers must have a valid, state-issued, driver's license. All operators may not at anytime: (1) be under the influence of intoxicants, drugs or other substances known to impair driving ability; (2) operate the vehicle for any illegal purpose; (3) tow or push any other vehicle; and (4) leave the vehicle without removing the keys and locking same.
13. **Termination of Agreement:** Sentinel Emergency Solutions, LLC hereby reserves the right, in its sole discretion, to revoke and terminate this Agreement upon twenty-four (24) hour notice.
14. **Counterparts:** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.
15. **Entire Agreement Amendments:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any and all prior negotiations, discussions, agreements and understandings, whether oral or written, relating to such subject matter. This Agreement may not be amended and no rights hereunder may be waived except by a written document signed by the party to be charged with such amendment or waiver.
16. **Controlling Law and Venue:** This Agreement shall be governed by and constructed in accordance with the laws of the State of Missouri, without giving effect to conflicts-of-laws principles, with venue proper only in the County of St. Louis, State of Missouri.



17. Attorney's Fees: In the event that Lessee has violated the terms and conditions of this Agreement, Sentinel Emergency Solutions, LLC shall be entitled to an award of its attorney's fees, costs, and disbursements in any action brought by Sentinel Emergency Solutions, LLC pursuant to this Agreement.

Sentinel Emergency Solutions, LLC

Lessee

SIGNATURE

PRINTED NAME

TITLE

DATE

DEPARTMENT

SIGNATURE

PRINTED NAME

TITLE

DATE



CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of Minneola Fire Department
(Lessee) does hereby certify that he has caused to be inspected and, on the date set forth below,
has accepted on behalf of Lessee the following described item(s), which item(s) is/are in good
order, condition and repair and conform in all materials respects to the "Agreement" between
Sentinel Emergency Solutions, LLC, a Missouri LLC, and _____
Minneola Fire Department (Lessee).

Equipment Description:

1999 Pierce Pumper including all loose equipment

Reporting Marks and Numbers:

VIN: 4P1CT02SXXA001185

Length of Rental/Lease Agreement:

minimum sixty (60) calendar days

Price Terms of Agreement:

\$1.00/day

Insurable Replacement Value:

\$100,000.00

AUTHORIZED REPRESENTATIVE:

Lessee Signature

Printed Name

Date



EXHIBIT 1

INSURANCE REQUIREMENTS FOR FIRE APPARATUS RENTAL

Fire Department, (here after called Department), at its own expense, shall procure, carry and maintain on all of its operations:

- A. Workers' Compensation - Statutory for coverage "A".
Employer's Liability Insurance covering all of its employees with coverage "B" limits of no less than \$500,000 minimum. Policy should be endorsed granting a waiver of subrogation in favor of **Sentinel Emergency Solutions, LLC**.

- B. Commercial General Liability Insurance including Broad Form Property Damage and Contractual Liability with the following minimum limits
 - General Aggregate \$ 2,000,000
 - Products/Completed Operations Aggregate \$ 2,000,000
 - Each Occurrence \$ 1,000,000
 - Personal & Advertising Policy \$ 1,000,000
 - Medical Payments \$ 10,000Policy should be endorsed to name **Sentinel Emergency Solutions, LLC** as additional insured, and said policy shall be primary and noncontributory with any policy carried by Lessor, using ISO CG 20 02 12 19; (or its equivalent) and granting a waiver of subrogation in favor of **Sentinel Emergency Solutions, LLC**.

- C. Comprehensive Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 each occurrence for bodily injury and property damage combined. This insurance shall cover all owned, non-owned, and hired motor vehicles that are operated on behalf of Departments pursuant to Department's activities hereunder. Department agrees to insure the rented apparatus physical damage for all perils with a stated amount of coverage for \$100,000. **Sentinel Emergency Solutions, LLC** is named as loss payee for the rented apparatus (via ISO Form CA 20 01 11 20 or its equivalent). Policy should be endorsed to name **Sentinel Emergency Solutions, LLC** as additional insured, and said policy shall be primary and noncontributory with any policy carried by Lessor. Policy should be endorsed granting a waiver of subrogation in favor of **Sentinel Emergency Solutions, LLC**. Department is responsible for the payment of any deductible.



- D. Umbrella/Excess Liability on a following form basis with the following minimum limits:
- | | |
|----------------------------------|--------------|
| Each Occurrence/Annual Aggregate | \$ 5,000,000 |
|----------------------------------|--------------|
- Policy shall be primary and noncontributory with any policy carried by Lessor.
- E. All such insurance shall be issued by Companies licensed to do business in the States of **Missouri, Illinois, & Indiana**; having a Best's rating of not less than A-VIII, and otherwise satisfactory to **Sentinel Emergency Solutions, LLC**. All of such policies shall be on an "occurrence basis" with **Sentinel Emergency Solutions, LLC** shall be named as additional insureds under Department's General Liability, Automobile Liability and Excess (Umbrella) Liability insurance policies. Where possible, the naming of **Sentinel Emergency Solutions, LLC** additional insured shall be on a **primary non-contributory basis**, excess form is **not** acceptable. Simultaneously with Department's execution of this Agreement and prior to expiration of such insurance similar updated certificates shall be delivered by Department to **Sentinel Emergency Solutions, LLC** evidencing the renewal of such insurance, together with evidence satisfactory to **Sentinel Emergency Solutions, LLC** of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the period of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to **Sentinel Emergency Solutions, LLC** by certified mail and returned receipt requested at least thirty (30) days prior to such cancellation or change.



AGENDA SUMMARY

City Council Meeting
September 1, 2026

Agenda Item: 6.

Subject Title: Resolution 2026-11 250 Gentle Breeze Drive Variance

Objective:

A Resolution of the City Council of the City of Minneola, Florida, Granting a Variance to the Land Development Code Section 102-105(11)(c) Rear Yard Setback Standard for Property Generally Located at 250 Gentle Breeze Drive; Providing for Conditions; Providing for Recordation; Providing for Severalability; Providing for an Effective Date.

Summary:

Robert Lawson, owner, requests a variance to the rear setback requirements for RSF-2 for property generally located at 250 Gentle Breeze Drive. The house was built with a much deeper front setback than normal in order to preserve a very large old tree. The owner wants to build a sun room with a solid aluminum roof, rather than a roof screen because the leaves and debris falling from the many trees would require regular maintenance on a soft roof. Pert City Code, a solid roof enclosure requires a 20-foot rear setback. The variance would allow him to have only a 9.6 rear setback.

Exhibits:

1. 250 Gentle Breeze Dr - Variance
2. 250 Gentle Breeze Dr - Survey
3. Res. 2026-11 - Gentle Breeze Drive revised 7.13.26
4. Notice of Public Hearing on Resolution 2026-11- Gentle Breeze
5. Res 2026-11 Affidavit

6. ADDRESSES
7. Signage of Variance Public Hearing

Options:

1. Approve the resolution as presented.
2. Approve the resolution with conditions.
3. Postpone the decision.
4. Deny approval of the resolution.

Fiscal Impact:

Undetermined

Staff Recommendation:

Staff recommends approval of the variance and supports the Planning and Zoning Commission's recommendation with the conditions so stated.



City of Minneola Planning Department

800 N Highway 27, Minneola, FL 34715
(352) 394 – 3598 / PlanningDept@Minneola.us

Variance Application

Fee: \$560 Residential; Others: \$800

This checklist is based on the relevant provisions of Section 98-13 Variances of the Minneola Florida Code of Ordinances. The Code is available online at www.municode.com. The requirements below are minimums that may be adjusted in the pre-application conference.

Variance Review Criteria

The general requirements and review criteria are described in Section 98-13(e) of the City Code. The City Council shall consider the following requirements and criteria:

- No diminution of value of the surrounding properties would be suffered.
- Granting the variance would be of benefit to the public's interest.
- Denial of the variance would result in unnecessary hardship to the owner seeking it.
- The use must not be contrary to the spirit of the Land Development Code.
- Financial disadvantage, or inconvenience to the applicant, shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify of a variance.
- Physical hardships, such as disabilities of any applicant, *may* be considered grounds to justify granting of a variance at the discretion of the City Council.

Application Review Process

Development Review Process (DRP)

- The DRP reviewers shall review every application and make recommendations to the Planning & Zoning Commission (P&Z) and City Council (CC)
- The DRP will provide written comments/recommendations to the applicant, the P&Z and the CC

Planning and Zoning Commission (P&Z)

- The Planning Dept is responsible for ensuring proper legal advertising is done in a timely manner
- The applicant is responsible to correctly post the required signs on the site in a timely manner – the signs and posting requirements are supplied by the Dept.
- Applications need to be submitted by the 1st of the month to be considered at next month's Planning & Zoning Commission meeting. All supporting documents that need to be reviewed by the Commission need to be submitted by the 15th of the same month to be included in the packet for review.

City Council (CC)/Board of Adjustment

- Upon CC's completion of the workshop process an additional legal advertisement is made and the site gets posted again as described above
- The CC must conduct one public hearing regarding the proposed variance permit
- The CC may defer consideration of the subject application at any time
 - In granting a variance the CC shall: Specify the way such variance or modification shall be made, The conditions upon which it is made, The reasons for the decision

Conditions of Approval

- Establish time limits for the variance to be initiated and/or operated
- Establish specific minimum or maximum limits to regular code requirements
- Any other conditions reasonably related to the requirements and criteria of this section
- A variance that has not been utilized within one year of its approval shall expire

POST OFFICE BOX 678, MINNEOLA, FLORIDA 34755 ♦ (352) 394-3598 ♦ FAX (352) 394-7201

City of Minneola
Variance Application Cont.

The material described herein is based on the provisions of Section 98-13 of the City Code.

Applicant Name

Applicant Address

General Location and/or Street Address:

Alternate Key Number:

Applicant Phone #:

Fax # or E-mail:

Applicant Is:

haser

Owner Name:

Owner Address

Owner Phone #

Fax # and/or E-mail

Site Area (acres or sq. ft.):

Existing FLUM:

Existing Zoning:

Present Use & List of Structures by Use:

Proposed Use: Screen sun room with hard roof

Potable Water Source:

Sewage Disposal Method:

Has this site been subject to other development permit action in the last two years? **NO**

No ☐ If Yes, provide the type of action and date of final action:

Cite the Specific Section of the Code that Applies to this Variance:

Describe your reasons for seeking this specific variance:

Describe your reasons for seeking this specific variance: BECAUSE OF THE VERY OLD
TREE IN THE FRONT YARD CAUSING THE HOUSES BE BUILT BACK
FROM NORMAL. AND THAT THERE ARE MANY OTHER TREE BACK YARDS THAT ALSO IN PROXIMITY
Provide any relevant data that you feel supports the requested variance: _____
OTHER THAN WHAT IS WRITTEN HERE NOTHING

Provide any relevant data that you feel supports the requested variance:

Other than what is written here nothing

POST OFFICE BOX 678, MINNEOLA, FLORIDA 34755 ♦ (352) 394-3598 ♦ FAX (352) 394-7201

Variance Application

Page 3 of 5

XX leaves in mt / also so a soft good down would not be
edible.

City of Minneola
Variance Application Cont.

Certification

I, the undersigned, do hereby certify that I have read the application and the relevant guidance material and understand the requirements described therein and that I will fully comply with all City, State and Federal regulations applicable to this project.

I understand that the application fee is non-refundable.

I further understand that I am responsible for reimbursing the City for the actual advertising costs, mailing costs, AND the actual consultants' review fees, if any. Said fees shall be paid within 30 days of receipt of the City's invoice or further processing of the application will cease until the invoice is paid in full.

I understand that only application packages that are determined complete by the Department will be scheduled for review.



28 MAY 2026

Date

Office Use:

Applicant Name: _____

Approval Status: _____

Amount: _____ Check: _____

Amount: _____ Check: _____

Rec'd by: _____ Date: _____ Receipt #: _____

POST OFFICE BOX 678, MINNEOLA, FLORIDA 34755 ♦ (352) 394-3598 ♦ FAX (352) 394-7201

Hi,

My name is [REDACTED] this information is provided relating to my application for a variance due to not having the required 20 feet set back for a hard roof screen room. The reason I don't have the required set back is because of a very old large tree. This tree is approximately 14 feet from my front door. Pictures of the tree provided. The reason for wanting a hard roof instead of a soft roof is number of trees that have leaves fall into my yard and therefore onto a soft roof. Requiring regular maintenance. A hard roof would it make so I could have it cleaned when I have my house roof cleaned. Also, the hard roof would protect the room from falling debris during storms. Other pictures provided.



LEGAL DESCRIPTION: LOT 23, QUAIL VALLEY PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGES 36-38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

250 GENTLE BREEZE DRIVE
MINNEOLA, FL

EQUITABLE
TITLE OF LAKE
COUNTY, LLC

Long Surveying, Inc.
"Specializing in Residential Surveying"

LA No. 3371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

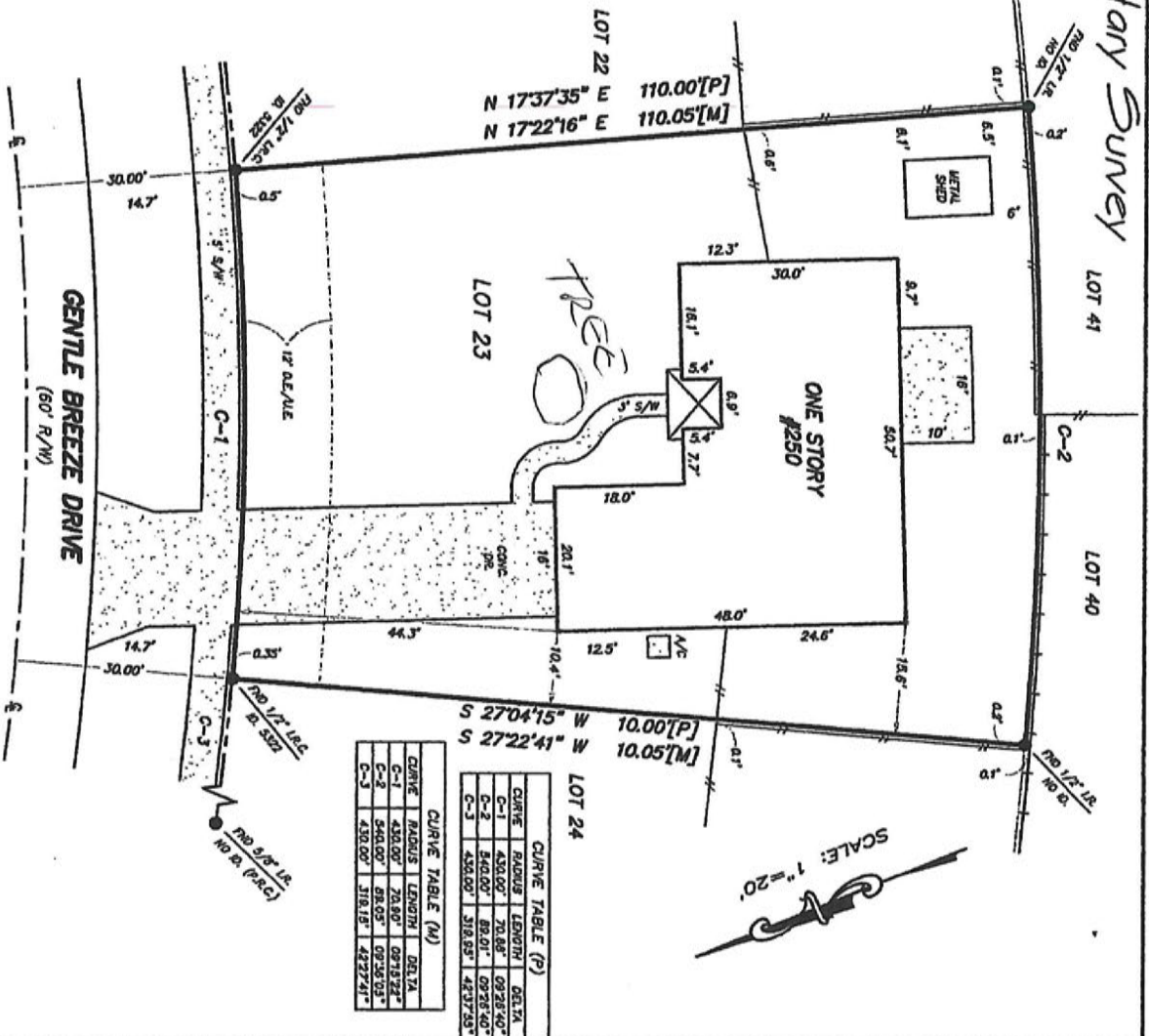
DRAWN BY: BRETT
CHECKED BY: BRETT

CONTRACT NO.: ROBERT EUGENE LAWSON, II
EQUITABLE TITLE OF LAKE COUNTY, LLC
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
HAMILTON GROUP FUNDING, INC.

COMPARITY NO.: 120412
PLAT NO.: 0580
FILED DATE: 12/18/12
1500 ZONE: X

SHEET NO.: 82561
FIELD DATE: 6/26/17

Boundary Survey



LEGEND

- A/C - AIR CONDITIONER
- AL - ALUMINUM
- BL - BRICK
- BR - BRICK
- CL - CONCRETE
- CLC - CONCRETE BLOCK STRUCTURE
- CLM - CONCRETE MASONRY
- CLP - CONCRETE
- CLT - CONCRETE
- CLD - CONCRETE
- CLF - CONCRETE
- CLG - CONCRETE
- CLH - CONCRETE
- CLI - CONCRETE
- CLJ - CONCRETE
- CLK - CONCRETE
- CLL - CONCRETE
- CLM - CONCRETE
- CLN - CONCRETE
- CLP - CONCRETE
- CLQ - CONCRETE
- CLR - CONCRETE
- CLS - CONCRETE
- CLT - CONCRETE
- CLU - CONCRETE
- CLV - CONCRETE
- CLW - CONCRETE
- CLX - CONCRETE
- CLY - CONCRETE
- CLZ - CONCRETE

NOTES

- This survey is based on the legal description as provided by the client.
- The client has not indicated the land shown herein for any other purpose than the one stated on the plat.
- Do not reconstruct property lines from building lines.
- No existing or proposed improvements have been located except as shown on this plat.
- No improvements or utilities have been located except as shown on this plat.
- Not valid without a signature and the authorized electronic seal of a Florida Licensed Surveyor and Engineer.

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENTLE BREEZE DRIVE BEING N 00°00'00" E PER PLAT

LEON L. HAMPTON P.S.M. NO. 5910

PROPERTY RECORD CARD

General Information

Name:	[REDACTED]	Alternate Key:	3797307
Mailing Address:	[REDACTED]	Parcel Number:	07-22-26-1700-000-02300
		Millage Group and City:	00MI Minneola
		2025 Total Certified Millage Rate:	17.5866
	Update Mailing Address	Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	250 GENTLE BREEZE DR MINNEOLA FL, 34715	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	MINNEOLA, QUAIL VALLEY PHASE 1 SUB LOT 23 PB 44 PG 36-38 ORB 4971 PG 1436		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot		\$80,000.00	\$80,000.00

[Click here for Zoning Info](#)
[Map](#)

[FEMA Flood](#)

Residential Building(s)

Building 1

Residential

Building Value: \$198,844.00

Summary

Year Built: 2001	Total Living Area: 1423	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	

[Incorrect Bedroom, Bath, or other information?](#)

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	BRICK/BLOCK STUCCO OR SIDING (03)	1.00	1423
GARAGE FINISH (GAR)		1.00	432
OPEN PORCH FINISHED (OPF)		1.00	53
PATIO UNCOVERED (PAT)		1.00	160

CITY OF MINNEOLA
P.O. BOX 678
MINNEOLA, FL 34755

09745

DATE 06/01/20

RECEIVED FROM _____

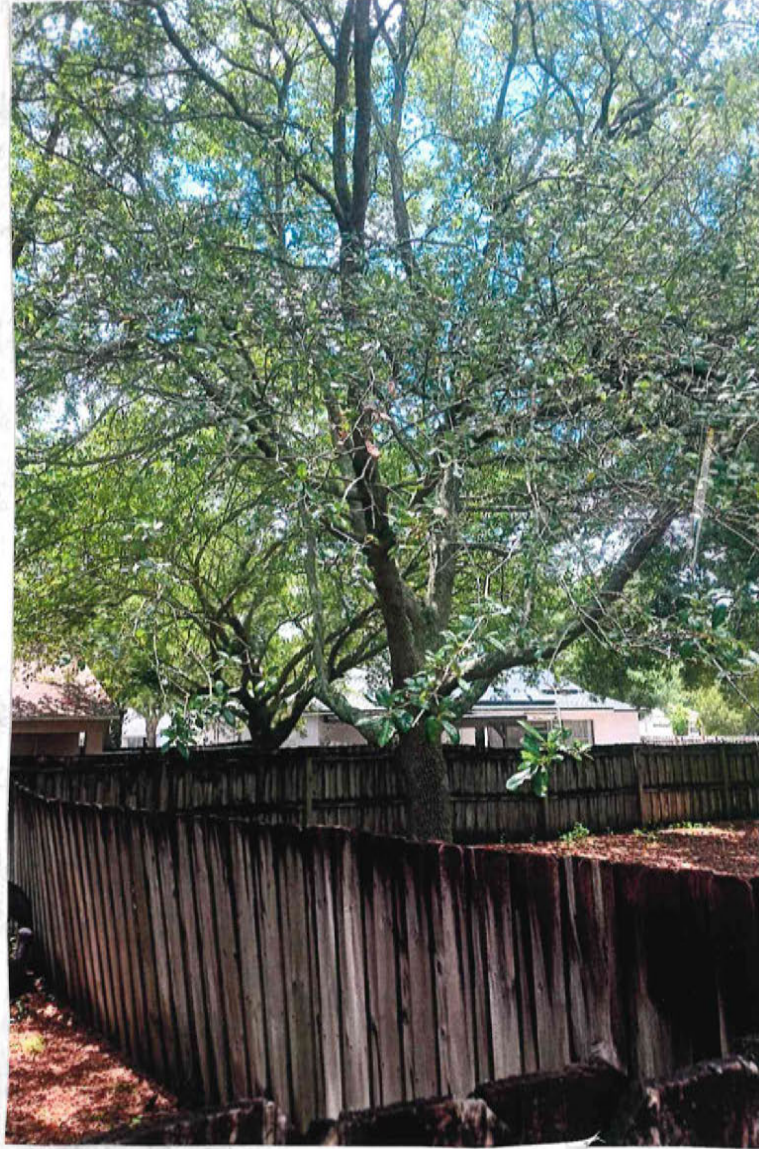
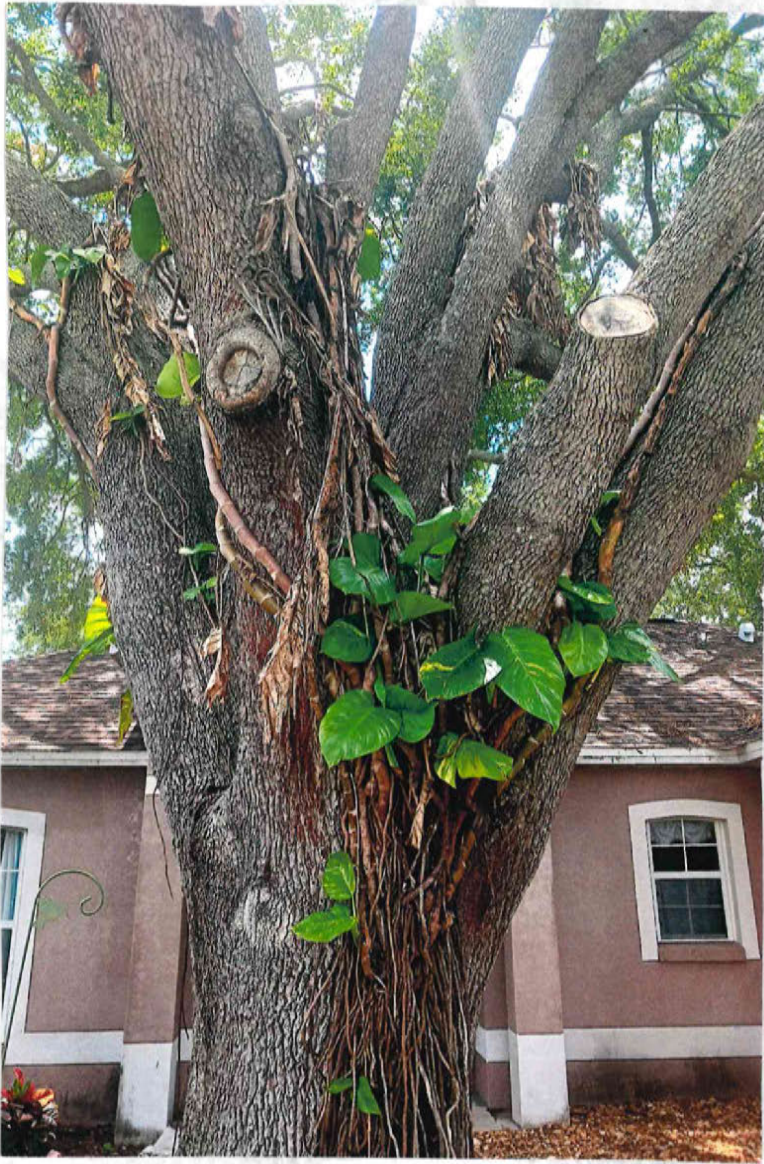
THE SUM OF _____ DOLLARS \$ 500.00

FOR Variance App

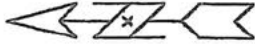
AMOUNT OF ACCOUNT \$ _____
AMOUNT PAID \$ 500.00 *Thank you!*
BALANCE DUE \$ _____

☐ CASH ☒ CHECK 217 ☐ MO ☐ CC BY BU





Map of Boundary Survey



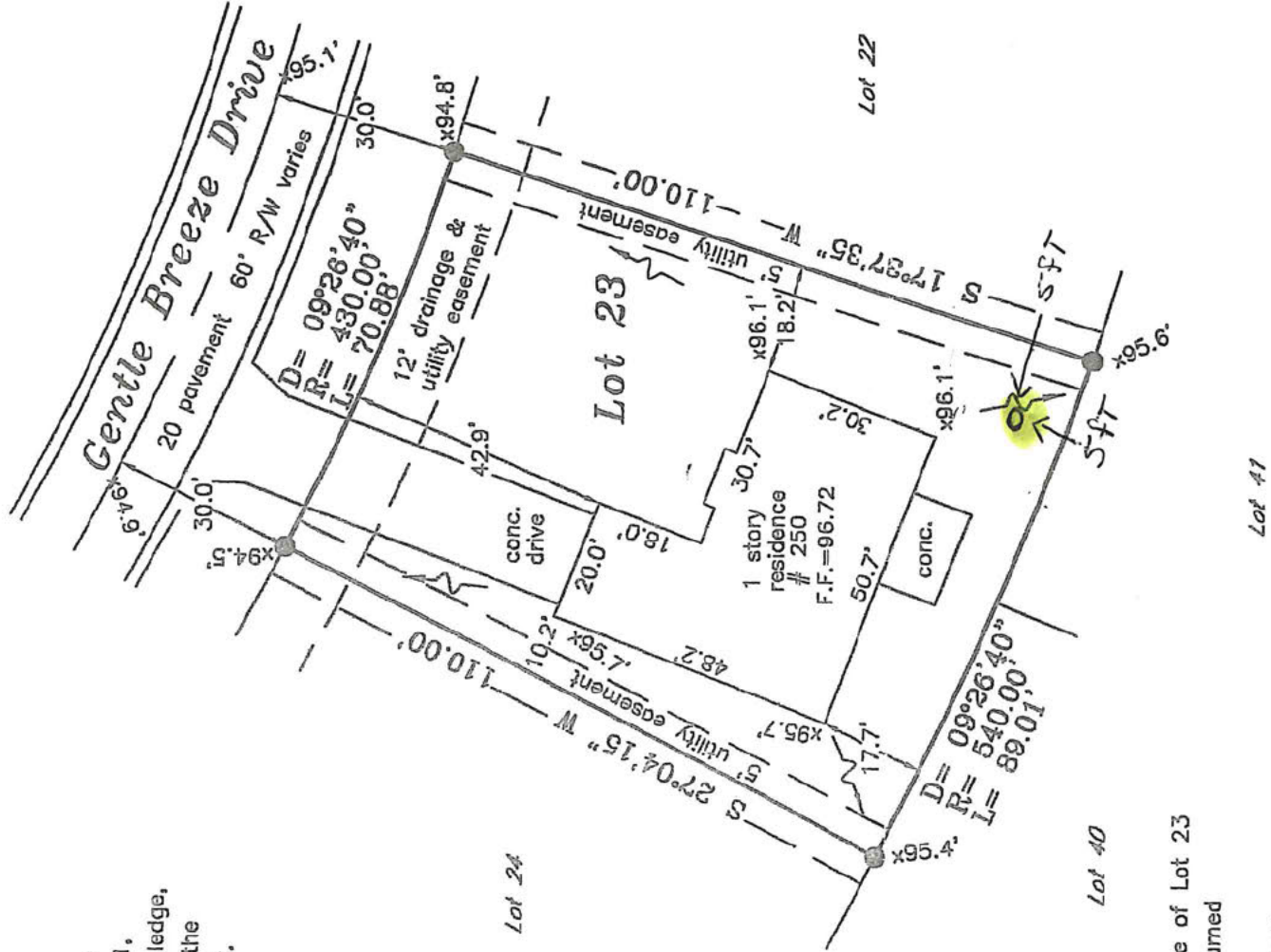
Scale = 1"=30'

Description:

Lot 23, QUAIL VALLEY PHASE I, according to the plat thereof, as recorded in Plat Book 44, PGS 36 through 38, Public Records of Lake County, Florida.

Lake County

I hereby declare that based on my examination of the Flood Insurance Rate Map panel 120421 0375 B dated April 1, 1982, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zone C.



Notes:

- Bearings based on the West line of Lot 23 as being S 27°04'15" W, an assumed meridian.
- Legal description supplied by client.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 0.202 acres, more or less, and is subject to any rights of way or easements of record.
- Subject property is on sanitary sewer system.
- Elevations based on elevations shown on construction plans of existing storm structures on U.S. Hwy No. 27

Surveyor's Certification

I hereby certify to Harold S. & Colleen M. German, Banyan Financial of Central Florida, LP, B & L Title Services, LLC, and Commonwealth Land Title that this Map of Boundary Survey meets the minimum technical standards for surveys as set forth in Chapter 61G17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322

STATE OF FLORIDA

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LEGEND:

● Denotes found 1/2" iron rod & cap marked "LB 6642" unless otherwise noted.

⊙ Denotes centerline

R/W Denotes right of way

#	Date	Revisions	Field Date	99030.240
			1/08/02	Prepared for: Banyan Homes
			Drawn by: JAC	Rhoden Land Surveying, Inc.
				LB #6980
			Scale: 1"=30'	

Prepared by and return to:
City of Minneola
Attn: City Clerk
800 N. U.S. Highway 27
Minneola, Florida 34715

RESOLUTION 2026-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, GRANTING A VARIANCE FROM THE REAR YARD SETBACK REQUIREMENT IN SECTION 102-105(11)(c) OF THE CITY OF MINNEOLA LAND DEVELOPMENT REGULATIONS FOR PROPERTY LOCATED AT 250 GENTLE BREEZE DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Robert Lawson, as the owner of the Property (the “Applicant”), submitted an application for a variance from the 25-foot rear-yard setback required by Section 102-105(11)(c) of the City of Minneola Land Development Regulations for property located at 250 Gentle Breeze Drive, Minneola, Florida, and more particularly described in **Exhibit “A”** attached hereto (the “Property”); and

WHEREAS, public notice has been provided in accordance with the City’s Land Development Regulations; and

WHEREAS, after a duly noticed hearing, the Planning and Zoning Commission considered the variance request and has made a recommendation to the City Council; and

WHEREAS, after considering the application, staff report, testimony, and other evidence presented at the public hearing, the City Council finds that the variance request satisfies the applicable variance criteria in the City of Minneola Land Development Regulations.

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

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein and are found to be true and correct.

Section 2. Variance Approval. Based upon the competent substantial evidence presented, the City Council finds that the variance request satisfies the applicable criteria of the City of Minneola Land Development Regulations. The Applicant is granted a variance from the 25-foot rear yard setback required by Section 102-105(11)(c) of the City of Minneola Land Development Regulations, subject to the conditions set forth below.

- (a) The variance permits only the proposed solid-roof addition depicted on **Exhibit “B,”** which shall be located no closer than 9.6 feet from the rear property line.

- (b) The Applicant shall maintain the existing drainage swale and direct all runoff from the proposed solid-roof addition in a manner that does not adversely affect adjacent property or obstruct the existing drainage system, subject to review and approval by the City Engineer or other appropriate City staff.
- (c) Except as expressly authorized by this Resolution, development of the Property shall comply with all applicable provisions of the City of Minneola Land Development Regulations and all other applicable laws and regulations.

Section 3. Recordation; Binding Effect. This Resolution shall be recorded in the Public Records of Lake County, Florida, at the Applicant's expense. The variance and conditions imposed by this Resolution shall run with the Property and bind the Applicant and the Applicant's successors and assigns.

Section 4. Effective Date. This Resolution shall be effective upon passage and adoption.

PASSED and **RESOLVED** this _____ day of _____, 2026 by the City Council of the City of Minneola.

Pam Serviss, Mayor

ATTEST:

Kristine Thompson, City Clerk

Approved as to form and legality:

Scott A. Gerken, City Attorney

PROPERTY OWNER'S CERTIFICATION

I have read Resolution 2026-11 and agree to comply with the terms and conditions contained Herein.

Witness Signature

By _____
Robert Eugene Lawson, II
Property Owner

Witness Printed Name

Witness Signature

Witness Printed Name

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2026, by Robert Eugene Lawson, II, who is ____ personally known to me or ____ has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

Commission No.: _____

Date

Exhibit “A”

LOT 23, QUAIL VALLEY PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 44,
PAGES 36, 37, AND 38, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

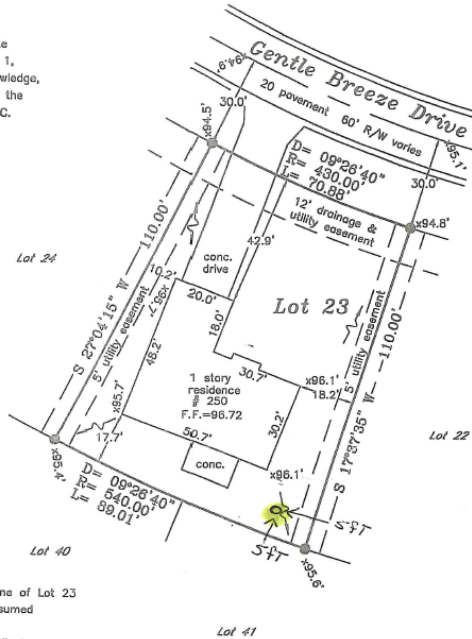
Exhibit "B"

Map of Boundary Survey

Description:
Lot 23, QUAIL VALLEY PHASE I,
according to the plat thereof, as recorded in
Plat Book 44, PGS 36 through 38, Public
Records of Lake County, Florida.

Scale = 1"=30'

Lake County
I hereby declare that based on my
examination of the Flood Insurance Rate
Map panel 120421 0375 B dated April 1,
1982, and that to the best of my knowledge,
belief and my professional opinion that the
subject property lies within flood zone C.



Notes:
-Bearings based on the West line of Lot 23
as being S 27°04'15" W, on assumed
meridian.
-Legal description supplied by client.
-No title commitment or abstract has been
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Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

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unless otherwise noted.

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			1/08/02	Banyan Homes
			Drawn by:	
			JAC	
			Scale:	
			1"=30'	

Rhoden Land Surveying, Inc.
LB #6980
1009 East Ave.
Clermont, FL 34711
352-394-6255

**CITY OF MINNEOLA
P.O. BOX 678
MINNEOLA, FL 34755
(352)394-3598**

NOTICE OF PUBLIC HEARING

RESOLUTION 2026-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT CODE SECTION 102-105(11)(c) REAR YARD SETBACK STANDARD FOR PROPERTY GENERALLY LOCATED AT 250 GENTLE BREEZE DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERALABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The City of Minneola Planning and Zoning Commission will hold a public hearing on Monday, August 3, 2026, at 6:30 p.m. at Minneola City Hall, located at 800 North U.S. Highway 27, Minneola, Florida, to consider Resolution 2026-11, a request from Robert Lawson for a variance for property located at 250 Gentle Breeze Drive.

The variance request includes: (1) a variance from Section 102-105(11)(c) to allow relief from the design standard of the rear yard setback requirement.

The City of Minneola City Council will hold a public hearing on Tuesday, September 01, 2026, at 6:30 pm at the Minneola City Hall located at 800 North U.S. Highway 27, Minneola, FL, to consider the request.

The staff report on the case will be sent to the City Council and will be available to the general public at least five (5) days prior to the hearing on the case.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Minneola Land Development Code is available for inspection at the City Hall, located at 800 North U.S. Highway 27, Minneola, FL, Monday through Friday during the normal working hours of 8:00am to 5:00 pm.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT KRISTINE THOMPSON, CITY CLERK, AT (352) 394-3598 EXT. 111 AT LEAST 48 HOURS BEFORE THE DATE OF THE SCHEDULED HEARING.

AFFIDAVIT OF PUBLICATION

Clermont Sun

Published Weekly
Clermont, Lake County, Florida

Case No. 2026-11

STATE OF FLORIDA
COUNTY OF LAKE

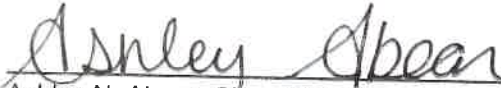
Before the undersigned authority, Gina Sapp, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Clermont Sun, a newspaper published at Clermont in Lake County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

July 15, 2026

Affiant further says that the Clermont Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

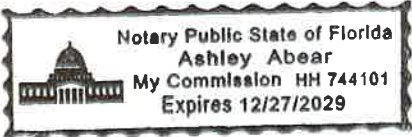

Gina Sapp

Sworn to and subscribed before me this 15th day of July 2026 by Gina Sapp, who is personally known to me.


Ashley N. Abear, Clerk, Notary Number: #HH744101
Notary expires: December 27, 2029

00012418 00213162

Joyce Heffington
CITY OF MINNEOLA
P.O BOX 678
MINNEOLA, FL 34755



CITY OF MINNEOLA
P.O. BOX 678
MINNEOLA, FL 34755
(352) 394-3598

NOTICE OF PUBLIC HEARING

RESOLUTION 2026-11

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OwnerNam	OwnerAddr	OwnerCity	OwnerState	OwnerZip
AMERICAN	23975 PARCALABAS	CA		91302-4012
BABIASZ J	216 VALLEMINNEOL	FL		34715
BUDHU E	220 VALLECLERMON	FL		34715
BURGOS F	229 VALLEMINNEOL	FL		34715
CONTE FR	228 VALLECLERMON	FL		34715
CROUP S	243 GENTIMINNEOL	FL		34715
DE FREITA	1071 S HIA	ORLANDO	FL	32835
DEVONSH	251 GENTIMINNEOL	FL		34715
DOOBAY F	255 GENTIMINNEOL	FL		34715
EBERLE L	236 VALLEMINNEOL	FL		34715
HALUSEK	225 VALLEMINNEOL	FL		34715
INEICHEN	240 VALLEMINNEOL	FL		34715
LAWSON F	250 GENTIMINNEOL	FL		34715
MADRAY F	300 GENTIMINNEOL	FL		34715
MARSH JA	247 GENTIMINNEOL	FL		34715-5647
MOBLEY I	224 VALLEMINNEOL	FL		34715
OGUNSAN	239 VALLEMINNEOL	FL		34715
PIERCE D	219 VALLEMINNEOL	FL		34715
PROGRESPO	BOX 31	SALT LAKE	UT	84131-1236
QUAIL VAL	4407 VINE	ORLANDO	FL	32811
R&L FAMIL	254 GENTIMINNEOL	FL		34715
RAMPERS	1813 VALL	CLERMON	FL	34711
RESTREP	215 VALLEMINNEOL	FL		34715
SILVESTRI	245 VALLEMINNEOL	FL		34715-5756
THOMAS M	256 GENTIMINNEOL	FL		34715
TINDELL RPO	BOX 21	MINNEOL	FL	34755-2156
WATTS JO	10628 LAK	CLERMON	FL	34711
AMERICAN	23975 PARCALABAS	CA		91302-4012
ABERCRO	750 LA COMINNEOL	FL		34715
DOUGLAS	575 BLAC	MINNEOL	FL	34715
HARTING I	708 LA COMINNEOL	FL		34715
PEREZ MA	742 LA COMINNEOL	FL		34715
PERSAUD	239 GENTIMINNEOL	FL		34715
BISSOON	31 SOUTH ONTARIO	I		
MC CUE R	235 GENTIMINNEOL	FL		34715
FERNANDI	13876 SW	MIAMI	FL	33175
PERSAUD	758 CITRU	WINTER G	FL	34787

CITY OF MINNEOLA
 THIS PROPERTY WILL BE CONSIDERED FOR

Resolution 2026-11: A Resolution of City Council of the City of
Minneola, Florida, Granting a Variance to Land Development

Code Section 102-105(11)(c) Rear Yard Setbacks

APPLICANT Robert Lawson THIS APPLICATION WILL BE CONSIDERED AT THE FOLLOWING
 PUBLIC MEETINGS AT THE DATES AND TIMES SPECIFIED:

CURRENT FLU Single Family Medium Density P & Z COMMISSION August 07, 2026 AT 6:30 PM

PROPOSED FLU Single Family Medium Density CITY COUNCIL September 07, 2026 AT 6:30 PM

CURRENT ZONING RSE-2: Medium Density AT _____

CURRENT ZONING RSE-2: Medium Density THESE MEETINGS WILL BE HELD AT THE CITY HALL
 LOCATED AT:
 800 N US HWY. 27, MINNEOLA

ACTION REQUESTED To Allow a Variance FOR FURTHER INFORMATION CALL 352-384-3580 Ext.173
 PLANNING DEPARTMENT

in Rear Yard Setback from 25ft to 9.6ft



AGENDA SUMMARY

City Council
September 1, 2026

Agenda Item: 7.

Subject Title: Ordinance 2026-19 Automatic License Plate Recognition Systems -
Second Reading

Objective:

An Ordinance of the City Council of the City of Minneola, Florida, Amending Chapter 44, "Motor Vehicles and Traffic," of the City of Minneola Code of Ordinances; Creating Regulations for Automated License Plate Recognition Systems; Limiting the Use of City Funds and City Property for Fixed Automated License Plate Recognition Systems; Preserving the Authority of the Lake County Sheriff; Providing for Private Use; Providing for Codification, Conflicts, Severability, and An Effective Date.

Summary:

This ordinance amends Chapter 44, "Motor Vehicles and Traffic," of the City of Minneola Code of Ordinances to establish local policy regarding automated license plate recognition systems, commonly known as ALPR or license plate reader systems. The ordinance clarifies that fixed ALPR systems are not official traffic-control devices and may not be approved through the City Manager's delegated traffic-control authority.

The ordinance prohibits the use of City funds, including grant funds administered or matched by the City, for the purchase, installation, operation, maintenance, or expansion of fixed ALPR systems. It also provides that fixed ALPR systems may be placed on City-owned or City-controlled property only if the system is operated by or for the Lake County Sheriff's Office or another governmental law enforcement agency, is used for a lawful law enforcement purpose, complies with applicable law, and is specifically approved by City Council by resolution.

The ordinance preserves the independent constitutional, statutory, investigative, operational, and law enforcement authority of the Lake County Sheriff and does not

restrict mobile or temporary law enforcement use of ALPR technology. It also does not prohibit or regulate private property owners, homeowners' associations, businesses, or other private entities from lawfully owning or operating ALPR systems on private property.

Approval of this ordinance would establish City Council oversight over the use of City property for fixed ALPR systems, prevent City funding of such systems, and balance public safety considerations with concerns related to privacy, data security, and governmental surveillance.

Exhibits:

1. Exhibit A - Ordinance 2026-19 Automated License Plate Recognition Systems_Flock Cameras_updated after 1st reading
2. Exhibit B - Automated License Plate Recognition Systems_BIE

Options:

1. Approve the ordinance as presented.
2. Approve the ordinance with modifications.
3. Deny the ordinance.

Fiscal Impact:

Undetermined.

P & Z Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends City Council review the ordinance for modification or approval.

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, AMENDING CHAPTER 44, “MOTOR VEHICLES AND TRAFFIC,” OF THE CITY OF MINNEOLA CODE OF ORDINANCES; CREATING REGULATIONS FOR AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS; LIMITING THE USE OF CITY FUNDS AND CITY PROPERTY FOR FIXED AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS; PRESERVING THE AUTHORITY OF THE LAKE COUNTY SHERIFF; PROVIDING FOR PRIVATE USE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and section 166.021, Florida Statutes, authorize municipalities to exercise governmental, corporate, and proprietary powers for municipal purposes except when expressly prohibited by law; and

WHEREAS, Chapter 316, Florida Statutes, provides for the uniform regulation of traffic upon the streets and highways of the State of Florida and reserves certain traffic-control powers to local governments; and

WHEREAS, Chapter 44 of the City of Minneola Code of Ordinances provides for the exercise of the City’s traffic-control authority and delegates to the City Manager or designee certain authority regarding the placement of official traffic-control devices; and

WHEREAS, automated license plate recognition systems are distinguishable from official traffic-control devices in that such systems use cameras and computer algorithms to capture and convert images of motor vehicle license plates into computer-readable data rather than regulate, warn, or guide traffic; and

WHEREAS, section 316.0777, Florida Statutes, defines and regulates automated license plate recognition systems and provides for the installation of such systems within rights-of-way of the State Highway System under specified circumstances; and

WHEREAS, the City of Minneola (“City”) does not maintain a municipal police department and contracts law enforcement services through the Lake County Sheriff’s Office (“LCSO”); and

WHEREAS, the Lake County Sheriff is an independently elected constitutional officer, and the City Council expressly intends that this Ordinance neither regulate nor interfere with the Sheriff’s lawful constitutional, statutory, investigative, operational, personnel, procurement, or law enforcement authority; and

WHEREAS, automated license plate recognition technology may assist law enforcement in preventing and investigating criminal activity, recovering stolen vehicles, locating missing or wanted persons, and protecting public safety; and

WHEREAS, the City Council nevertheless recognizes that the widespread placement and use of automated license plate recognition systems may implicate legitimate concerns regarding

individual privacy, governmental surveillance, data security, retention of vehicle-location information, and access to or dissemination of such information; and

WHEREAS, the City Council finds that the expenditure of City funds and the placement of surveillance equipment upon property owned or controlled by the City are municipal fiscal and proprietary policy matters appropriately reserved to the City Council; and

WHEREAS, the City Council desires to establish a policy that City funds, including grant funds applied for, accepted, administered, matched, passed through, or expended by the City, shall not be used to purchase, acquire, install, operate, maintain, replace, expand, or otherwise fund fixed automated license plate recognition systems; and

WHEREAS, the City Council recognizes that LCSO or another governmental law enforcement agency may independently acquire and operate automated license plate recognition technology through its own funding sources and in the exercise of its lawful authority; and

WHEREAS, the City Council further finds that a fixed automated license plate recognition system should be permitted upon City-owned or City-controlled property only when the system is operated by or for a governmental law enforcement agency for a lawful law enforcement purpose and the City Council has specifically authorized use of the City property for such purpose; and

WHEREAS, in approving the use of City property, the City Council intends to act solely in its capacity as the governing body responsible for the ownership, custody, management, and control of City property and not as the supervisor of LCSO's law enforcement operations; and

WHEREAS, the City Council does not intend this Ordinance to restrict the temporary or mobile deployment of automated license plate recognition technology by LCSO or another governmental law enforcement agency for a lawful law enforcement purpose, or to apply to pole cameras or other surveillance equipment that are not automated license plate recognition systems and are deployed pursuant to a search warrant, court order, or other lawful investigative authority; and

WHEREAS, the City Council does not intend to prohibit or regulate the lawful purchase, ownership, installation, maintenance, or operation of automated license plate recognition systems by private property owners, homeowners' associations, condominium associations, businesses, or other private entities upon private property; and

WHEREAS, the City Council finds that adoption of this Ordinance is in the best interests of the public health, safety, and welfare of the residents and property owners of the City of Minneola.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are hereby adopted as the legislative findings of the City Council and are incorporated herein by reference.

SECTION 2. Amendment To Section 44-3. Section 44-3, "Authority to adopt rules and regulations and to install traffic control devices," of Chapter 44, "Motor Vehicles and Traffic," of

the City of Minneola Code of Ordinances is hereby amended by adding a new paragraph at the end thereof to read as follows:

(~~Strikethrough~~ indicates language to be deleted. Underline indicates new language to be added.)

Sec. 44-3. Authority to adopt rules and regulations and to install traffic control devices.

F.S. chapter 316 including, but not limited to, those powers specified in F.S. § 316.008, grants the authority to local municipalities to place traffic-control devices on roads, streets and highways located within their jurisdiction.

The location and existence of all official traffic-control devices which are in place or in existence on all streets and highways, except state roads, within the boundaries of the City on the effective date of this chapter are hereby ratified and confirmed and shall be considered to have been authorized by the City Council. The City Council hereby delegates its authority to place official traffic-control devices on all streets and highways, except state roads, within the boundaries of the City to the City Manager or designee, who shall hereafter be responsible for determining the need for placement of official traffic-control devices.

For purposes of this section, a fixed automated license plate recognition system, as defined in Article VII of this chapter, is not an official traffic-control device. The authority delegated to the City Manager or designee pursuant to this section to place official traffic-control devices shall not include authority to approve the installation, placement, or operation of a fixed automated license plate recognition system upon City property or within a City-owned or City-controlled right-of-way. The installation or placement of a fixed automated license plate recognition system upon City property shall be governed by Article VII of this chapter.

SECTION 3. Creation of Article VII. Chapter 44, “Motor Vehicles and Traffic,” of the City of Minneola Code of Ordinances is hereby amended by creating a new Article VII, “Automated License Plate Recognition Systems,” to read as follows:

ARTICLE VII. AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS

Sec. 44-207. Purpose and intent.

- (a) The purpose of this article is to establish municipal policy concerning:
 - (1) the expenditure of City funds for fixed automated license plate recognition systems;
 - (2) the placement of fixed automated license plate recognition systems upon City property;
 - (3) the limitation of fixed automated license plate recognition systems located upon City property to lawful law enforcement purposes;

- (4) the reservation to the City Council of authority to approve the use of City property for fixed automated license plate recognition systems; and
- (5) the continued ability of private entities to lawfully own and operate fixed automated license plate recognition systems upon private property.
- (b) This article regulates the expenditure of City funds and the use of City property. Except as expressly provided herein, it is not intended to regulate the acquisition, possession, operation, use, or deployment of automated license plate recognition technology by LCSO or another governmental law enforcement agency.
- (c) Nothing in this article shall be construed to designate an automated license plate recognition system as an official traffic-control device or to authorize its use for the regulation, warning, or guidance of traffic.
- (d) This article shall be interpreted and applied in a manner that avoids interference with the lawful constitutional, statutory, investigative, and operational authority of the Lake County Sheriff.

Sec. 44-208. Definitions.

For purposes of this article, the following words and phrases shall have the meanings ascribed to them below:

Automated license plate recognition system or ALPR system means a system of one or more mobile or fixed high-speed cameras combined with computer algorithms or other technology to convert images of motor vehicle license plates into computer-readable data, consistent with the definition provided in section 316.0777, Florida Statutes, as amended from time to time. The term includes systems commonly referred to as automated license plate readers, license plate recognition systems, or LPR systems, including systems manufactured, marketed, sold, licensed, or provided by Flock Safety or any successor or substantially similar vendor.

Fixed automated license plate recognition system means an ALPR system installed, mounted, or affixed at a particular location for ongoing or indefinite use, including an ALPR system mounted upon a utility pole, light pole, traffic signal structure, sign structure, building, or other fixed improvement. The term does not include an ALPR system mounted upon or incorporated into a motor vehicle; a portable or trailer-mounted ALPR system temporarily deployed by a governmental law enforcement agency for a lawful law enforcement purpose; radar, speed-detection, traffic-monitoring, or similar portable law enforcement equipment incorporating ALPR functionality; or an ALPR system that is merely transported through or temporarily present within City property or a City-owned or City-controlled right-of-way and is not installed or affixed to City property for ongoing use.

City funds means any monies appropriated, budgeted, accepted, received, administered, controlled, or expended by the City, regardless of source, including general fund revenues, special revenues, enterprise funds, federal or state funds, and grant proceeds.

The term does not include funds independently received, controlled, administered, or expended by LCSO or another governmental entity when the City is not the applicant, recipient, fiscal agent,

administrator, pass-through entity, matching-fund source, contracting party, or source of reimbursement.

City property means real property owned, leased, or controlled by the City, including City buildings, facilities, parking areas, parks, utility property, and City-owned or City-controlled rights-of-way.

The term does not include property or rights-of-way owned or controlled by the State of Florida, Lake County, LCSO, another governmental entity, or a private entity merely because such property is geographically located within the municipal boundaries of the City.

Law enforcement agency means an agency having as its primary mission the prevention and detection of crime and enforcement of state penal, criminal, traffic, and motor vehicle laws and which, in furtherance of that mission, employs law enforcement officers as provided by Florida law.

Law enforcement purpose means the collection, access, use, or analysis of information by a law enforcement agency in furtherance of its lawful official duties, including:

- (1) preventing, detecting, investigating, or prosecuting criminal activity;
- (2) identifying or locating a stolen vehicle or a vehicle reasonably associated with criminal activity;
- (3) identifying or locating a missing, endangered, abducted, or wanted person;
- (4) responding to an immediate threat to public safety;
- (5) collecting active criminal intelligence information or active criminal investigative information as authorized by Florida law; or
- (6) another lawful criminal investigative, criminal intelligence, or public safety purpose within the authority of the law enforcement agency.

Private entity means a natural person, corporation, partnership, limited liability company, homeowners' association, condominium association, property owners' association, business, nonprofit organization, or other nongovernmental person or entity.

Sec. 44-209. Prohibition on use of City funds for Fixed Automated License Plate Recognition Systems.

- (a) General prohibition. No City funds shall be appropriated, obligated, encumbered, transferred, reimbursed, or expended, directly or indirectly, for the purchase, lease, licensing, subscription, acquisition, installation, operation, maintenance, repair, replacement, relocation, upgrade, expansion, or renewal of a fixed automated license plate recognition system.
- (b) Grant funding. The City shall not apply for, accept, receive, administer, match, appropriate, pass through, reimburse, or expend any federal, state, regional, local, or private grant funds when such funds are designated or intended, in whole or in part, for the purchase, lease,

licensing, acquisition, installation, operation, maintenance, repair, replacement, relocation, upgrade, expansion, or renewal of a fixed automated license plate recognition system.

- (c) No City officer, employee, department, or agent shall submit, execute, or accept on behalf of the City a grant application, grant agreement, memorandum of understanding, reimbursement agreement, interlocal agreement, purchase order, contract, or other funding arrangement that would obligate or authorize the expenditure of City funds for a fixed automated license plate recognition system.
- (d) *Independent funding by LCSO or another governmental entity.* Nothing in this section prohibits LCSO or another governmental entity from independently applying for, receiving, administering, or expending its own funds or grant funds for a fixed automated license plate recognition system when the City is not the applicant, recipient, fiscal agent, administrator, pass-through entity, matching-fund source, contracting party, or source of reimbursement.
- (e) *No circumvention.* The prohibitions contained in this section may not be avoided by characterizing an expenditure as an information technology expense, public safety expense, contractual service, subscription, equipment lease, reimbursement, intergovernmental transfer, utility expense, capital improvement, or other expenditure when the purpose or effect of the expenditure is to fund a fixed automated license plate recognition system.

Sec. 44-210. Fixed Automated License Plate Recognition Systems upon City Property.

- (a) No fixed automated license plate recognition system may be installed, mounted, placed, or maintained upon City property except as authorized by this article.
- (b) A fixed automated license plate recognition system located upon City property may be installed and operated only:
 - (1) by or for LCSO or another governmental law enforcement agency;
 - (2) for a lawful law enforcement purpose;
 - (3) in compliance with applicable federal and state law; and
 - (4) following approval by the City Council of the use of the City property pursuant to section 44-211.
- (c) No fixed automated license plate recognition system located upon City property shall be owned or operated by the City for:
 - (1) code enforcement;
 - (2) parking enforcement;
 - (3) civil regulatory enforcement;
 - (4) collection of fines, fees, tolls, or other revenue;
 - (5) employee monitoring;

- (6) general traffic enforcement; or
- (7) any other non-law-enforcement purpose.
- (d) Nothing in this article authorizes the City to approve placement of a fixed automated license plate recognition system within property or a right-of-way owned or controlled by the State of Florida, Lake County, or another governmental entity. Any such placement shall be governed by applicable law and the governmental entity having jurisdiction over the property or right-of-way.
- (e) Nothing in this section requires City Council approval for the operation or temporary deployment upon City property or within a City-owned or City-controlled right-of-way of:
 - (1) an ALPR system mounted upon or incorporated into a law enforcement vehicle;
 - (2) a portable or trailer-mounted ALPR system temporarily deployed by a governmental law enforcement agency for a lawful law enforcement purpose;
 - (3) radar, speed-detection, traffic-monitoring, or similar portable law enforcement equipment incorporating ALPR functionality; or
 - (4) a vehicle-mounted ALPR system lawfully traveling upon or temporarily present within a City right-of-way, whether operated by a governmental law enforcement agency or a private entity, provided the system is not installed or affixed to City property for ongoing use.

Sec. 44-211. City Council approval for use of City property.

- (a) The City Council reserves to itself the authority to approve the placement of a fixed automated license plate recognition system upon City property.
- (b) Before installation of such a system upon City property, LCSO or another law enforcement agency requesting use of the property shall submit a request to the City identifying:
 - (1) the law enforcement agency requesting use of the property;
 - (2) the proposed location or locations of the system;
 - (3) the general law enforcement or public safety purpose supporting the requested placement;
 - (4) the anticipated duration of the placement; and
 - (5) such information concerning the physical installation and use of City property as the City Manager or designee may reasonably request.
- (c) The City Manager or designee may review the request and make a recommendation to the City Council.

- (d) After consideration of the request and any recommendation of the City Manager, the City Council may approve or deny the proposed use of City property by resolution.
- (e) A resolution approving use of city property shall identify, at a minimum:
 - (1) the law enforcement agency authorized to use the property;
 - (2) the approved location or locations;
 - (3) the term of the authorization; and
 - (4) any reasonable conditions concerning physical installation, access, maintenance, utilities, restoration, or protection of City property.
- (f) Approval under this section constitutes authorization solely for use of City property. Approval shall not constitute supervision, direction, approval, or control by the City over the investigative, intelligence, personnel, deployment, data-access, or other operational decisions of LCSO or another law enforcement agency.
- (g) Neither the City Manager nor any other City officer or employee may independently approve a new fixed automated license plate recognition system location upon City property.
- (h) The City Manager may administratively approve a minor relocation of a previously approved system when reasonably necessary because of construction, utility conflicts, road improvements, safety concerns, or similar physical conditions, provided that:
 - (1) the relocated system remains within the same general area previously approved by the City Council;
 - (2) the relocation does not materially expand the scope of the authorization; and
 - (3) no City funds are expended in violation of section 44-209.
- (j) Nothing in this section shall require LCSO or another law enforcement agency to disclose active criminal intelligence information, active criminal investigative information, confidential investigative techniques, or other information made confidential or exempt by law as a condition of requesting use of City property.

Sec. 44-212. Costs Associated with Systems Located upon City Property.

- (a) All costs associated with a fixed automated license plate recognition system located upon City property shall be borne by LCSO, the requesting law enforcement agency, or another funding source that does not constitute City funds.
- (b) Such costs include, but are not limited to:
 - (1) acquisition;

- (2) installation;
 - (3) operation;
 - (4) subscription or licensing fees;
 - (5) telecommunications;
 - (6) dedicated electrical service;
 - (7) maintenance and repair;
 - (8) replacement or relocation;
 - (9) removal; and
 - (10) restoration of City property.
- (c) The incidental use of existing City property that does not require expenditure of City funds shall not, standing alone, constitute city funding of a fixed automated license plate recognition system.
- (d) Nothing herein shall require the City to provide electricity, communications infrastructure, poles, foundations, maintenance services, or other City resources for an automated license plate recognition system.

Sec. 44-213. Lake County Sheriff's Office; preservation of independent authority.

- (a) Nothing in this article shall be interpreted or applied to regulate, impair, restrict, supervise, direct, or interfere with the constitutional, statutory, investigative, operational, personnel, procurement, or law enforcement authority of the Lake County Sheriff or LCSO.
- (b) Except with respect to expenditure of city funds or use of city property expressly regulated by this article, nothing herein shall prohibit or restrict LCSO from:
- (1) acquiring, purchasing, owning, leasing, licensing, subscribing to, operating, accessing, or utilizing an automated license plate recognition system with funds that do not constitute city funds;
 - (2) installing, placing, or operating an automated license plate recognition system upon property that is not city property;
 - (3) utilizing a mobile automated license plate recognition system in or upon a law enforcement vehicle;
 - (4) accessing information obtained from automated license plate recognition systems owned or operated by another governmental agency or private entity;
 - (5) participating in a lawful law enforcement information-sharing system or network;

- (6) requesting, receiving, subpoenaing, accessing, or utilizing automated license plate recognition information in connection with a lawful investigation or other law enforcement purpose;
 - (7) establishing or applying policies governing access to, use of, retention of, or dissemination of automated license plate recognition information within the limits of applicable law; or
 - (8) otherwise exercising any authority granted to the Sheriff or LCSO by the Florida Constitution, Florida Statutes, or other applicable law.
- (c) Nothing in this article modifies, supersedes, terminates, or otherwise amends any agreement between the City and LCSO for the provision of law enforcement services unless the City and LCSO expressly agree otherwise in writing.
- (d) Approval of a location pursuant to section 44-211 shall not constitute City control over LCSO decisions concerning:
- (1) criminal investigations;
 - (2) criminal intelligence;
 - (3) searches or queries;
 - (4) hot lists or alerts;
 - (5) investigative or intelligence records;
 - (6) access to or dissemination of information;
 - (7) retention of records;
 - (8) personnel;
 - (9) deployment of law enforcement resources; or
 - (10) other law enforcement operations.
- (e) If an application of this article would conflict with the lawful constitutional or statutory authority of the Lake County Sheriff, this article shall be construed so as to preserve such authority while enforcing, to the maximum extent lawful, the City's fiscal and proprietary policies concerning city funds and city property.

Sec. 44-214. Private Property and Private Entities.

- (a) Nothing in this article prohibits or regulates the lawful purchase, ownership, installation, maintenance, operation, or use of an automated license plate recognition system by a private entity upon private property.
- (b) A private entity shall not be required to obtain approval pursuant to section 44-211 for an automated license plate recognition system located wholly upon private property.

- (c) Nothing in this article exempts a private entity from compliance with otherwise applicable zoning, building, electrical, permitting, right-of-way, utility, or other generally applicable requirements of law.
- (d) The ownership or operation of an automated license plate recognition system by a private entity shall not, solely by reason of its location within the City, constitute City ownership, custody, operation, control, authorization, endorsement, or sponsorship of the system or the information generated by the system.
- (e) Nothing in this article prohibits a private entity from voluntarily providing information generated by a privately owned automated license plate recognition system to LCSO or another law enforcement agency.
- (f) Nothing in this article prohibits LCSO or another law enforcement agency from lawfully requesting, subpoenaing, receiving, accessing, or otherwise obtaining information generated by a privately owned automated license plate recognition system.

Sec. 44-215. Compliance with state law; records and confidentiality.

- (a) Fixed automated license plate recognition systems located upon city property shall be installed and operated in accordance with applicable federal and state law, including sections 316.0777 and 316.0778, Florida Statutes, as amended from time to time.
- (b) Nothing in this article shall be construed to:
 - (1) authorize use of an automated license plate recognition system in a manner prohibited by federal or state law;
 - (2) create, alter, limit, or expand a confidentiality requirement or public records exemption established by state law;
 - (3) establish a records-retention period inconsistent with a retention schedule established pursuant to state law;
 - (4) require disclosure of active criminal intelligence information, active criminal investigative information, or other information made confidential or exempt by law;
 - (5) authorize the City to direct the retention, disclosure, dissemination, or destruction of records in the custody or control of LCSO or another governmental law enforcement agency; or
 - (6) confer upon the City operational authority over an automated license plate recognition system operated by LCSO or another governmental law enforcement agency.
- (c) To the extent any automated license plate recognition records are maintained by or on behalf of the City, such records shall be maintained, retained, disclosed, and disposed of in accordance with applicable Florida law.

Sec. 44-216. Administration.

- (a) The City Manager and City Attorney are authorized to take administrative actions reasonably necessary to implement this article.
- (b) Such actions may include preparation of licenses, right-of-entry agreements, memoranda of understanding, or other instruments governing physical use of city property by a governmental law enforcement agency for an automated license plate recognition system.
- (c) No administrative action taken pursuant to this section may:
 - (1) authorize expenditure of city funds prohibited by section 44-209;
 - (2) authorize a new system location that has not been approved by the City Council as required by section 44-211;
 - (3) materially expand an authorization granted by the City Council; or
 - (4) regulate or direct the independent law enforcement operations of LCSO.

Sec. 44-217. Enforcement; removal; recovery of costs.

- (a) Any fixed automated license plate recognition system installed, mounted, placed, or maintained upon City property in violation of this article constitutes an unauthorized use of City property and a violation of this article.
- (b) Upon reasonable notice to the owner or operator, if known or reasonably ascertainable, the City Manager or designee may require the owner or operator to remove the system and restore the affected City property within a time specified in the notice. If the owner or operator fails to timely comply, the City may disconnect, dismantle, remove, transport, and store the system and restore the affected City property.
- (c) Prior notice shall not be required when the City Manager or designee reasonably determines that immediate action is necessary to protect public safety, prevent damage to City property, avoid interference with City operations, or respond to an emergency. Any system removed pursuant to this section may be stored and disposed of in accordance with applicable law.
- (d) The person or entity responsible for the unauthorized installation, placement, or maintenance of the system shall be liable to the City for all actual costs and expenses incurred by the City in investigating the violation and disconnecting, dismantling, removing, transporting, storing, or disposing of the system and restoring City property, including personnel, contractor, administrative, and legal costs. The City may recover such amounts through any lawful means, including a civil action, together with reasonable attorney's fees and costs to the extent authorized by law.

- (e) A violation of this article may be enforced in accordance with Chapter 26 of this Code and by any other lawful means available to the City, including injunctive relief. The remedies provided in this section are cumulative and are in addition to any fine, civil penalty, misdemeanor penalty, or other remedy provided by this Code or applicable law. Each day that a violation continues after notice constitutes a separate violation.
- (f) Nothing in this section authorizes the removal of an automated license plate recognition system lawfully located upon property that is not City property, applies to a temporary or mobile deployment excluded under section 44-210, or shall be construed to regulate or interfere with the lawful authority or operations of the Lake County Sheriff or another governmental law enforcement agency.

SECTION 4. Codification. It is the intention of the City Council that Sections 2 and 3 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Minneola, Florida; that the sections and subsections of this Ordinance may be renumbered, relettered, or otherwise reformatted to accomplish such intention; and that the word “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

SECTION 5. Conflicts. All ordinances or portions of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Nothing herein shall be construed to repeal, supersede, restrict, or impair any authority, right, duty, or obligation arising under the Florida Constitution, Florida Statutes, or other applicable law.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid, unlawful, or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 7. Effective Date. This Ordinance shall become effective immediately upon adoption and shall remain in effect for five (5) years from its effective date, at which time the amendments to the City Code enacted by Sections 2 and 3 of this Ordinance shall automatically expire and be repealed, unless extended or reenacted by the City Council prior to such date.

PASSED AND ADOPTED by the City Council of the City of Minneola, Florida, on second and final reading this ____ day of _____, 2026.

CITY OF MINNEOLA, FLORIDA

Pam Serviss, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Kristine Thompson, City Clerk

Scott Gerken, City Attorney

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title: 2026-19

An Ordinance of the City Council of the City of Minneola, Florida, Amending Chapter 44, "Motor Vehicles and Traffic," of the City of Minneola Code of Ordinances; Creating Regulations for Automated License Plate Recognition Systems; Limiting the Use of City Funds and City Property for Fixed Automated License Plate Recognition Systems; Preserving the Authority of the Lake County Sheriff; Providing for Private Use; Providing for Codification, Conflicts, Severability, and An Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance No. 2026-19 amends Chapter 44 of the City Code to establish municipal policy for automated license plate recognition (ALPR) systems. It prohibits the use of City funds for fixed ALPR systems; requires City Council approval before a fixed ALPR system may be placed on City-owned or City-controlled property; limits systems on City property to lawful law-enforcement purposes; allocates system-related costs to the requesting law-enforcement agency or another non-City funding source; preserves the independent authority of the Lake County Sheriff and other governmental law-enforcement agencies; and authorizes removal of systems placed on City property without authorization and recovery of the City's actual costs.

The public purpose is to protect the health, safety, and welfare of the City by establishing fiscal and property-management controls, preserving lawful law-enforcement functions, and addressing privacy, data-security, and governmental-surveillance concerns.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur: **None anticipated. The ordinance expressly provides that it does not prohibit or regulate the lawful purchase, ownership, installation, maintenance, operation, or use of an ALPR system by a private entity on private property. Private entities remain subject only to otherwise applicable, generally applicable legal requirements.**

(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible: **None. The ordinance creates no permit fee, license fee, assessment, tax, or other charge applicable to a private business. A person or entity responsible for an unauthorized ALPR installation on City property may be required to reimburse the City for its actual removal, storage, restoration, administrative, and legal costs. This is contingent cost recovery for an unauthorized use of City property, not a charge or fee imposed on**

businesses operating lawfully.

and

(c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs: **Any administrative review or enforcement cost is expected to be minimal and absorbed within existing City operations. No new staffing or recurring regulatory expenditure is anticipated. The City expects no revenue from new business charges or fees. Any amounts recovered under the ordinance would reimburse actual City costs and are not projected as recurring revenue.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Zero private, for-profit businesses are expected to be directly impacted. The ordinance does not regulate private ALPR systems located wholly on private property. The City is not aware of any private, for-profit business with an authorized or unauthorized fixed ALPR system located on City property that would be affected by the ordinance.**

4. Additional information the governing body deems useful (if any): **This estimate is based on the text of proposed Ordinance No. 2026-19 and information reasonably available to the City as of the date of preparation. Actual impacts could vary if a private party later places or maintains an ALPR system on City property without authorization. The ordinance will automatically expire five years after its effective date unless extended or reenacted by the City Council.**