



**CITY OF CLERMONT
CITY COUNCIL SPECIAL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, December 17, 2024**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

Special meetings can only address the items listed on the agenda. Additional business cannot be considered or discussed.

CALL TO ORDER

Interim City Manager Contract

Interim City Attorney Contract

Discuss RFQ requirements for City Attorney and City Manager

Outside Agency Board Appointments

ADJOURN

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

INTERIM CITY MANAGER
PROFESSIONAL
SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Rick Van Wagner whose address is 4228 Fawn Meadows Circle (hereinafter referred to as "Interim City Manager").

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

SECTION 1. RESPONSIBILITIES

A. Rick Van Wagner shall serve as Interim City Manager and perform the functions as set forth by the laws of the State of Florida, the Charter, ordinances and resolutions of the City of Clermont and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

B. Effective December 11, 2024, Rick Van Wagner will work full-time as the Interim City Manager and in the ~~exclusive~~-service of CITY and, without prior approval of the City, shall not accept any other contract for services or employment, *current relationship with Family Christian Center Church excepted so long as such relationship does not interfere with the City responsibilities.*

SECTION 2. TERM AND TERMINATION

A. CITY appoints Rick Van Wagner to serve as Interim City Manager until such time as CITY appoints a successor Interim City Manager or a permanent City Manager or until this agreement is terminated as provided below, whichever is earlier.

B. This agreement may be terminated at any time by action of the City Council and without prior notice to Rick Van Wagner. Provided, however, except for such termination for cause as defined below, Rick Van Wagner shall be compensated for the full month of service as provided in Section 3 below regardless of the effective date of the termination without cause. For purposes herein, termination for cause shall be defined as Rick Van Wagner knowing or willful violation of any express prohibition of the City Charter or Rick Van Wagner's conviction or plea of guilty or nolo contendere of any crime involving moral turpitudes.

SECTION 3. COMPENSATION.

A. CITY shall compensate Rick Van Wagner for all services provided hereunder by _____ in the flat fee amount of _____ DOLLARS for each month during the term of this Agreement.

B. CITY shall pay Rick Van Wagner twice per month at such times as determined by CITY.

SECTION 4. BENEFITS AND COST REIMBURSEMENT. Rick Van Wagner may receive additional benefits and expense reimbursement only upon express prior written authorization of CITY.

SECTION 5. INSURANCE. **Omitted**

SECTION 6. INDEMNIFICATION. _____ agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to grossly negligent acts, errors or omissions or willful acts.

SECTION 7. INDEPENDENT CONTRACTOR. **Omitted**

SECTION 8. NOTICES. All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

Rick Van Wagner: Bret Jones, P.A.
700 Almond Street
Clermont, FL 34711

CITY: Mayor Tim Murry
City of Clermont
685 West Montrose Street
Clermont, Florida 34711

SECTION 9. GENERAL PROVISIONS.

A. Waiver. The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

B. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

C. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

D. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and

contemporaneous agreements between the parties with respect to the performance of services by Rick Van Wagner.

E. Assignment. This Agreement is personal to the parties hereto and may not be assigned.

F. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

G. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

H. Public Records. Rick Van Wagner expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the Rick Van Wagner upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

City of Clermont

BY:

Tim Murry, Mayor

Date

BY:

Rick Van Wagner

Date

INTERIM LEGAL COUNSEL TO THE CITY OF CLERMONT

I SCOPE OF SERVICES

As legal counsel to the City, the Firm primarily through Christian Waugh, Esq. and other attorneys as may be assigned, shall represent and advise the Council, City Manager, Department and Division Directors and other staff, including, but not limited to, attendance at all regular and special City Council meetings; attendance at regular and special meetings of the City's Planning and Zoning Board and Code Enforcement Board, attendance at all other meetings, conferences, work sessions and the like, as requested by City; review of agenda and agenda support or back-up materials for any such meeting(s); review and preparation of contracts as requested by the City; review of ordinances and resolutions scheduled or proposed for City Council consideration or action; telephone and office conferences with city officials and staff; and maintenance by Christian Waugh, Esq. of regular office hours at City Hall one full day per week for provision of the services contemplated herein. Assignment of any Partner or associate of the Firm to any of the services contemplated herein shall be subject to approval by the City. If it is determined and mutually agreed by the parties that if specialized outside counsel, i.e. bond counsel, claims defense counsel and labor ' counsel for arbitration and collective bargaining negotiations is required to represent the City, then such services shall be outside the scope of the services of this agreement, other than the requirement of the Firm to serve as co-counsel with outside counsel in the specialized representation of the City. Provided, however, the Firm shall provide pursuant to the fee set forth in II A, below, general labor and employment counsel with regard to all non-litigation employment matters, including but not limited to, periodic training in labor issues such as harassment and disciplinary matters.

II. PAYMENT

A. Non Litigation General Matters: The City shall pay to Waugh, PCCL (the "Firm") \$8,295.33 per month without regard or reference to the hours actually worked for all services, including costs, such as copy, facsimile, ordinary travel, postage and telephone charges rendered on behalf of the City. Effective December 11, 2024 and every other year thereafter, the above-referenced monthly base fee amount shall automatically increase by five (5) percent.

B. Litigation (Fees not covered or reimbursed by City's Insurance Carrier) The City shall pay to Waugh, PLLC the sum of \$165 per hour plus costs for each actual hour worked in a litigation matter not covered by the City's insurance carrier.

C. Litigation: (Fees covered or reimbursed by City's Insurance Carrier). In the event the Firm represents the City in these matters, the City shall pay the Firm such sum as provided or established by the City's carrier.

Litigation Defined: A litigation matter is defined as any action to be instituted or pending before any Court, Judicial Officer, Arbitration Panel, Judge, Administrative Hearing Officer, Special Master or Magistrate, in which the City is a party.

In all matters hereunder, the Firm will submit each month to the City Manager, or his designee, a Billing Statement of hours expended for services rendered and costs incurred. The portion of the statement setting forth the hours for services rendered shall specify for each entry the amount of time expended, the lawyer by whom the time was expended, and a description of the tasks or services performed. The portion of the statement setting for the costs incurred shall specify the amount for each category of costs.

The City Manager, or his designee, upon review and approval of the invoice, will authorize payment for the costs expended, and payment shall be processed and made in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

III. CONFLICT REPRESENTATION.

For all services that the Firm would otherwise provide pursuant to Sections I and II A. above, and which, in its sole judgment, the Firm cannot provide due to a conflict or other similar reason, the Firm shall incur the expense of insuring that the City is represented in the particular matter. In the event such a conflict exists, the City shall have the right to select counsel to represent it in the particular matter. Nothing contained herein shall affect this agreement or the representation of the City by the Firm.

IV. TERMINATION.

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days written notice without cause. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

V. REPRESENTATION, COVENANTS AND WARRANTIES.

By executing this engagement letter, Christian Waugh, Waugh, PLLC represent, covenant, and warrant to City as follows:

A. Christian Waugh, will be assigned to perform the scope of services contemplated herein. Further any other Firm attorneys that may be assigned shall have sufficient experience to perform the contemplated services;

B. the Firm is not currently representing any clients before the City or in litigation related to any order or decision of the Council.

C. the Firm has sufficient time to execute and fulfill the duties of legal counsel to the City and is not burdened by possibilities or workload or by personal or other constraints that would interfere in any material respect with the Firm's obligations hereunder

IV. MISCELLANEOUS.

A. Assignment. The services to be rendered under this contract are personal to Waugh, PLLC and may not be assigned other than as provided herein, either directly or indirectly, to any other person or firm.

B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of Clermont.

C. Independent Contractor Status. In the performance of legal services hereunder, the Firm's employees are independent contractors and shall not hold themselves out as employees, agents or servants of the City of Clermont.

D. It is expressly agreed that upon the expiration of six months from the effective date of this engagement agreement, the parties shall review the terms and conditions contained herein and make any and all mutually beneficial revisions.

E. This engagement contract shall take effect December 11, 2024.

This contract of engagement shall not be binding and of no effect until it has been executed by the authorized representative of the City and by Christian Waugh individually and on behalf of the firm.

Waugh, PLLC

By: _____
Christian Waugh, Esq.

Date: _____

CITY OF CLERMONT, FLORIDA, as
authorized by its City Council

Tim Murry, Mayor



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, December 17, 2024		
Agenda Item Name		
Discuss RFQ requirements for City Attorney and City Manager		
Requested Action		
Staff Report		
Seeking guidance from the City Council for advertising an RFQ for the City Attorney and City Manager.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, December 17, 2024		
Agenda Item Name		
Outside Agency Board Appointments		
Requested Action		
Staff Report		
City Council appointed members to the outside agency boards at the December 10, 2024, Clermont City Council meeting. At that time, there was an appointment not made. City Council will need to appoint a member to the South Lake Chamber of Commerce and any additional changes they wish.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Outside Agency Appointments 12.12.2024 Outsdie Agency Appointments 12.12.2024.pdf		

OUTSIDE AGENCY BOARD MEMBERS						
SOUTH LAKE CHAMBER OF COMMERCE	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Open	Voting Member	Appointed	no limit		
	--	City Manager	Ex-Officio	--	--	--
LAKE COUNTY LEAGUE OF CITIES BOARD OF DIRECTORS	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Tim Murry	Voting Member	Appointed	1 Year	01.23.2024	12.31.2024
	Open	Alternate	Appointed	1 Year		12.31.2024
LAKE COUNTY ARTS AND CULTURAL ALLIANCE	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Jon Sousan	Voting Member	Appointed	3 Years	01.10.2023	
	Shirley Draper	Alternate	Appointed	3 Years	01.23.2024	
TOURISM DEVELOPMENT COUNCIL	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Alison Strange	Voting Member	Appointed	no limit	12.10.2024	
LAKE APOPKA NATURAL GAS BOARD OF DIRECTORS	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Mayor Murry	Voting Member	Appointed	2 Years	01.01.2024	12.31.2025
	--	City Manager	Ex-Officio	--	--	--
METROPOLITAN PLANNING ORGANIZATION GOVERNING BOARD	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Chandra Myers	Voting Member	Appointed	no limit	11.28.2023	
	Tod Howard	Alternate	Appointed	no limit	12.10.2024	
METROPOLITAN PLANNING ORGANIZATION COMMUNITY ADVISORY COMMITTEE	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Vincent Niemiec	Voting Member	Appointed	4 Year	01.01.2024	12.31.2028
METROPOLITAN PLANNING ORGANIZATION TECHNICAL ADVISORY COMMITTEE	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Jim Maiworm	Board Member	Appointed	no limit	01.01.2024	
	John Kruse	Alternate	Appointed	no limit	01.01.2024	
CLERMONT MAIN STREET	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP
	Bill Petersen		Appointed	no limit	12.10.2024	