



**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AGENDA**

**3:00 PM, Tuesday, May 26, 2026**

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. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

**CALL TO ORDER**

**INVOCATION & PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

2026 Assistant Principal of the Year  
Thrive Clermont

**PROCLAMATION**

ALS Awareness Month  
Election

**PUBLIC COMMENT**

**CONSENT AGENDA**

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

- |                                                                                 |                                                                                                                             |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Item No. 1 - Meeting Minutes                                                    | Consider approval of the May 12, 2026 Council Meeting minutes.                                                              |
| Item No. 2 - Resolution No. 2026-016R<br><i>Emergency Declaration Authority</i> | Consider annual delegation authority for the Mayor to declare a state of emergency.                                         |
| Item No. 3 - Imagine Charter School Resource Officer Agreement                  | Consider approval of the Education Charter Foundation Agreement for the SRO Program from August 10, 2026, through May 2027. |
| Item No. 4 - Lake County School Board SRO Agreement                             | Consider agreement approval of the School Resource Officer Program from August 10, 2026, through May 2027.                  |
| Item No. 5 - Bid Award<br><i>Autobody Repairs</i>                               | Consider approval awarding Term Contract to Tropical Ford, Inc. to provide auto body repair services.                       |

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- |                                                                   |                                                                               |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Item No. 6 - AXON Enterprise Purchase Approval                    | Consider purchase approval of AXON AI ASSIST at a cost of \$151,322.58.       |
| Item No. 7 - Contract for legal services with Stag Liuzza and DSK | Consider contract approval for PFAS litigation.                               |
| Item No. 8 - Land Purchase - 793 W. Montrose Street               | Consider purchase approval of property located behind 793 W. Montrose Street. |

**NEW BUSINESS**

- |                                                            |                                                                     |
|------------------------------------------------------------|---------------------------------------------------------------------|
| Item No. 9 - Ordinance No. 2026-023<br><i>Introduction</i> | Consider ordinance introduction to increase code enforcement fines. |
|------------------------------------------------------------|---------------------------------------------------------------------|

**REPORTS**

**ADJOURN**

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at [cityclerk@clermontfl.org](mailto:cityclerk@clermontfl.org). TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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.

# PROCLAMATION

*Whereas*, Amyotrophic Lateral Sclerosis (ALS), often known as “Lou Gehrig’s Disease,” is a progressive neurodegenerative disease that affects nerve cells in the brain and spinal cord, leading to loss of muscle control and eventually impacting a person’s ability to speak, move, eat, and breathe; and

*Whereas*, ALS affects thousands of individuals and families each year, bringing emotional, physical, and financial hardships to patients, caregivers, and loved ones; and

*Whereas*, families in the Clermont community have experienced firsthand the devastating impact of ALS and continue to courageously share their stories to raise awareness and inspire hope for future treatments and a cure; and

*Whereas*, Clermont resident Dave Keeble passed away from ALS in 2022 at just 50 years old, after a courageous five-year battle with the disease during which his wife and three daughters witnessed the profound effects of ALS on their husband and father; and

*Whereas*, throughout his illness, Dave Keeble remained a dedicated advocate for ALS patients and continued supporting awareness and advocacy efforts until he became too ill to do so; and

*Whereas*, increased awareness, community support, and continued investment in ALS research are essential to improving care, advancing treatments, and one day finding a cure.

*Now, Therefore*, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of May, Two Thousand and Twenty-Six as:

## *ALS Awareness Month*

*In Witness Whereof*, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 26th Day of May in the year Two Thousand and Twenty-Six.

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

*City of Clermont*  
*Mayor's Proclamation*

The General Election of the City of Clermont shall be held on the 3rd day of November 2026, between the hours of 7:00 a.m. and 7:00 p.m. Eastern Standard Time at such precinct locations as determined and noticed by the Lake County Supervisor of Elections. The purpose of this election is to elect:

City Council Member Seat 1 (Two Year Term)

City Council Member Seat 3 (Two Year Term)

City Council Member Seat 5 (Two Year Term)

A primary election will be held on the 18th day of August 2026, if there are more than two candidates who qualify for any one of the above seats.

Election qualifying begins on June 8, 2026, at 12:00pm and ends on June 12, 2026, at 12:00pm.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed on this 26th day of May 2026.

\_\_\_\_\_  
Mayor Tim Murry

**ATTEST:**

\_\_\_\_\_  
Tracy Ackroyd Howe, City Clerk

*City of Clermont*  
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**CALL TO ORDER**

The City Council met in a regular meeting on Tuesday, May 12, 2026, at 3:00 pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 3:00 pm with the following Council Members present: Council Members Strange, Bain, Petersen and Myers.

Other City officials present were City Attorney Waugh, Deputy City Manager Matthys and City Clerk Howe.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Jordan from New Jacob Chapel gave the invocation, followed by the Pledge of Allegiance.

**PROCLAMATIONS**

City Clerk Howe read the proclamation for Building Department Month and Mayor Murry presented it to the Building Department.

City Clerk Howe read the proclamation for GBS and CIDP Awareness Month, and Mayor Murry presented it to Ms. Karri-Linn Velms, who shared her experience with GBS and encouraged others to learn more about the condition.

**PRESENTATIONS**

Lake County Commissioner Parks provided updates on county initiatives, including the public lands referendum process, comprehensive plan outreach efforts, and upcoming America 250 celebrations.

Lake County Public Works Director for South Lake, Mike Olka, presented updates on major transportation projects, including North Hancock Road, Citrus Grove Road, Hooks Street, Villa City Road, Ray Goodgame Road, Wellness Way, and State Road 516.

Council members and county staff discussed project timelines, funding challenges, roadway safety, traffic circulation, future roadway lighting and landscaping, intersection improvements, and ongoing coordination with FDOT and CFX on transportation projects throughout South Lake County.

**PUBLIC COMMENT**

Dani Page, Tuscan Ridge - expressed concerns regarding transparency and the handling of public records requests by the police department, specifically related to the denial of requested surveillance footage.

Banks Helfrich, Clay Road District - shared information about a local sustainable teaching farm focused on community education, organic agriculture, and food accessibility.

Paula Hoisington, 564 E. Desoto Street - requested replacement and stronger enforcement of no parking signage on Scott and Dotto Streets, citing ongoing parking violations and neighborhood concerns.

Kurt Schuh, Clermont resident - advocated for community support of the proposed veterans memorial project, honoring military service and sacrifice, including recognition of Clermont soldier Alexander Miller, who was killed in service in 2009.

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Robert Mock, 270 Division Street – spoke about upcoming Memorial Day events and urged continued progress toward establishing a Veterans and First Responders Memorial to honor local service members and strengthen community remembrance.

**AGENDA CHANGES**

Deputy City Manager Matthys informed the Council of the following agenda change:

**Item No. 8 – Piggyback Purchase, *Public Services***

Deputy City Manager Matthys stated this item was being withdrawn from the agenda.

**CONSENT AGENDA**

Mayor Murry advised the next item on the agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

**Item No. 1 – Meeting Minutes**

Consider approval of the April 21, 2026, Council workshop and the April 28, 2026, Council Meeting minutes.

**Item No. 2 – Purchase of Downtown Property**

Consider approval of downtown property purchase for dumpster enclosures.

**Item No. 3 – Request for Bid Award**

*Construction of Downtown Dumpster Enclosures*

Consider awarding bid and contract execution with DCRV Contracting, LLC in the budgeted amount of \$258,964.

**Item No. 4 – Request for Qualification Award**

*Civil Engineer Services*

Consider Awarding Term Contracts to the top ten firms for On-Call Civil Engineer Services.

**Item No. 5 – Request for Proposal Award**

*City Parks and Facilities*

Consider awarding RFP 26-064, Mobile Food Truck Vendor Services to the 5 highest-ranked vendors as recommended by the Evaluation Committee.

**Item No. 6 – Piggyback Term Contract**

*Refuse and Recycling Container Solutions*

Consider approval to piggyback the Sourcewell Term Contract No. 120324-REH with Rehrig Pacific Company.

**Item No. 7 – Piggyback Term Contract**

*SCADA Instrumentation and Control Services*

Consider approval to piggyback the Tohopekaliga Water Authority Term Contract No. RFP-25-005-02 with General Control Systems, Inc.

**Item No. 8 – Piggyback Purchase**

*Public Services*

Consider purchase approval from the State of Florida contract number 25100000-23-STC with Step One Automotive DBA Ford Crestview/

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CDJR Fort Walton Beach to purchase one (1) Ford F450 in the total budgeted amount of \$86,995.

**Item No. 9 – Piggyback Term Contract**  
*Information Technology*

Consider approval to piggyback the City of Mesa Term Contract No. 2024056 with CDW Government, LLC to provide IT solutions, products, and services.

**Item No. 10 – Event and Boat Ramp Closure**

**Request**  
*Pig on the Pond 2027*

Consider the event request from Friday, April 2 – Sunday, April 4, 2027, at Waterfront Park with open container in the approved area, fee waiver, signage on city property, fireworks, staff assistance and trail and boat ramp closure.

**Item No. 11 – Utility Agreement Amendment**  
*Hartle*

Consider approval of the First Amendment to Utility Service Agreement for Water and Wastewater.

**Item No. 12 – Resolution No. 2026-015R**  
*City Manager Evaluation Criteria*

Consider a resolution outlining the review criteria and process for the City Managers annual evaluation.

Paula Hoisington pulled Consent Agenda item 1.

Council Member Bain pulled Consent Agenda item 12.

Council Member Bain stated that he had a few questions on Consent Agenda item 2.

**Item No. 2 – Purchase of Downtown Property**

Council Member Bain requested an update on the status and timeline for acquiring all downtown dumpster enclosure sites, City Attorney Waugh explained that two sites are already secured or effectively secured, a third is near completion under a temporary license agreement expected imminently, and the fourth contract was being finalized and would be brought forward at the next meeting, indicating the project is close to full completion.

Council Member Strange motioned to approve Consent Agenda items 2-7 and 9-11. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

**Item No. 1 – Meeting Minutes**

Paula Hoisington, 564 E. Desoto Street - requested clarification on the timeline and process for completing and implementing the Planning and Zoning checklist following recent council workshop direction.

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City Attorney Waugh clarified that the ordinance draft is nearly complete and was expected to be finalized within 24 hours; however, it will first be presented at the June Planning and Zoning meeting before returning to Council for consideration.

Council Member Strange motioned to approve Consent Agenda item 1. Seconded by Council Member Bain. The motion passed 5-0 with all members present voicing aye.

**Item No. 12 – Resolution No. 2026-015R, *City Manager Evaluation Criteria***

Council Member Bain proposed amending the process to include individual scoring results in addition to averages and raised concerns about the timeline in the resolution, noting the August 1 submission, September 1 return date, and early September meeting may conflict, and suggesting a possible adjustment to an August 15 return deadline to ensure the City Clerk can meet reporting requirements for the September agenda.

Deputy City Manager Matthys confirmed that an August 15 submission deadline would provide sufficient time to prepare materials for the first September meeting and noted the city is also exploring a digital form to streamline submission and processing.

Mayor Murry opened public comments. There were no comments. Mayor Murry closed public comments.

Council Member Bain motioned to approve item 12, Resolution No. 2026-015R, with two changes to add that in addition to what the clerk is already providing in section 2 that they provide the individual scores for each item in addition to the averages and that we change the timeline for Council Members to complete the evaluation from September 1 to August 15. Seconded by Council Member Strange.

Council Member Strange suggested amending the language to state the item would be placed on the agenda no later than the first regularly scheduled council meeting, noting this would provide flexibility for the item to potentially be heard at the second August meeting depending on the timeline.

Council Member Bain amended his motion to include language stating no later than the first meeting in September. Seconded by Council Member Strange. The motion passed 5-0 with all members present voicing aye.

**NEW BUSINESS**

**Item No. 13 – Variance Request, 168 E. Lakeshore Dr.**

Development Services Planner Day presented the variance request. The applicant and owner, James Phillips, is requesting two variances to the Land Development Code (LDC) to install a swimming pool on his property at 168 E. Lakeshore Dr. The site overlooks Lake Minnehaha, is zoned R-1-A Single-Family Low Density Residential and is approximately 11,305 square feet. The lot currently contains a single-family home, shed, and boat dock.

The first variance request is to exceed the maximum impervious surface ratio (ISR) of 55 percent. This would bring the ISR to an estimated 57 percent for the proposed pool and deck. This estimate includes the portion of land adjacent to Lake Minnehaha which may change the gross area of the site depending on the yearly rainfall.

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The second variance request is to place the pool in the front yard at a setback of 22 feet from the front property line. Section 125-520 of the Land Development Code requires in-ground pools to be located behind the front building line, meaning they cannot extend farther forward than wall of the main structure.

The R-1-A district requires a minimum of 35 feet for the front yard setback. The existing home sits 54 feet from the front property line, creating more usable space in the front yard than in the rear. Due to the placement of the home and the irregularly shaped lot, a variance request would be required to permit the pool in either the front or rear yard of the property. To take advantage of the lake front view, the applicant is proposing the pool, deck, and spa to be constructed in the front yard, rather than the rear.

The applicant is also proposing to raise the pool deck up and install landscaping around the deck to help reduce potential impacts. These improvements may slow stormwater runoff before reaching the overall drainage system for the area and provide screening from public view while reducing glare from oncoming traffic.

Upon review of the applicant's request, staff is unable to support the pool being located in the front yard due to the potential of increase in storm water run-off that may occur if the pool was to overflow during a storm. The property naturally drains from the rear down towards E. Lakeshore Dr., and it is unclear whether additional runoff would be conveyed through the overall drainage and storm water system for the area or if flooding may occur.

Under LDC Section 101-246, a variance may only be granted with a positive finding on all review criteria. Staff find the application fails to meet one of the five required criteria. Therefore, staff recommend denial of the variance request.

The applicant, Mrs. Phillips, expressed appreciation for the Council's consideration of her pool project and stated that her family has deep ties with the community and intends to remain in Clermont long-term, noting their desire to complete their home and address staff concerns regarding impervious ratio requirements through continued coordination.

Mayor Murry opened public comments. There were no comments. Mayor Murry closed public comments.

Council discussed stormwater and drainage concerns related to the proposed pool, noting that a licensed engineer has not yet been retained but is planned to evaluate drainage capacity, and that landscaping is proposed as a mitigation measure. Questions were raised regarding enforcement of mitigation conditions, with Deputy City Manager Matthys noting such requirements could be made conditions of approval. Members expressed concern about increased runoff toward the lake, and discussion included the potential need to table the item pending engineering review to ensure compliance with drainage standards and adequately assess impacts.

Council Member Strange proposed addressing the request in two parts, separating the variance for the front-yard pool from the stormwater impervious surface threshold, and suggested approval of the pool location with the condition that the impervious ratio be limited to 55 percent unless a favorable engineering report supports up to 57 percent. She noted that this approach would allow staff and the applicant flexibility to meet requirements, potentially through minor site adjustments to reduce impervious areas, and confirmed agreement with staff and Council on the proposed motion structure

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Council Member Strange motioned to approve item 13, subject to the condition that in order to exceed the 55 percent ratio that the applicant provide an engineering report, otherwise it be approved with the pool in the front subject to the 55 percent maximum. Seconded by Council Member Bain.

Mayor Murry requested that a condition be included requiring landscaping measures to ensure the proposed improvements are appropriately screened from view of the roadway.

Council Member Strange amended her motion to include the landscaping suggestions by staff as presented in the packet. Seconded by Council Member Bain.

Council Member Strange called for the question.

The motion passed 5-0 with all members present voicing aye.

**Item No. 14 – Utility Agreement Request, *Islamic Center of Clermont, Inc.***

Development Services Planner Kruse presented the request. The applicant, Islamic Center of Clermont, Inc. is proceeding with a site expansion at their current location in Lake County at 15020 Johns Lake Road.

The project is located within the City’s Interlocal Service Boundary Agreement (ISBA), Joint Planning Agreement (JPA), and utility service area. The applicant is proposing an expansion at the site, which includes a new 4,800 square foot worship hall, associated parking, and the conversion of an existing single-family residence into non-residential occupancy use. The site is currently served by a well and septic system. The applicant needs City water in order to meet the demands for fire protection and potable water use.

The City has been requested by the County to provide a utility agreement in order to proceed with the site approval process. The project appears to meet the distance requirements for connection to both water (within 300 feet) and sewer (within 1,000 feet). The connection to City water is adjacent to the property line. The distance to the nearest gravity manhole is approximately 706 linear feet. This is within the 1,000-foot requirement for connection. The requested demand is 1,000 gallons per day for potable water and 1,000 gallons per day for sewer. The owner will be responsible for all costs of onsite and off-site improvements, including, but not limited to, design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.

Staff have reviewed the applicant’s request and recommend approval of the utility agreement with the understanding that they will have to meet all the City’s requirements for development.

Jimmy Crawford, representing the Islamic Center of Clermont, clarified that the property currently operates as a community food pantry in partnership with Second Harvest Food Bank and noted the applicant’s intent to pursue annexation into the city when eligible. He also indicated that representatives from the congregation were present and available to answer questions.

Mayor Murry opened public comments. There were no comments. Mayor Murry closed public comments.

Council Member Bain sought clarification on project design standards in anticipation of possible future annexation, noting that the utility agreement requires compliance with City of Clermont standards. Mr. Crawford confirmed the project is being designed to meet city standards. It was further confirmed that the utility agreement applies to both water and sewer service.

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Council Member Bain motioned to approve item 14, utility agreement request with the Islamic Center of Clermont, Inc. Seconded by Council Member Myers.

Discussion ensued regarding Section 2A of the agreement and whether it addresses concerns related to city standards. City Attorney Waugh clarified that the provision requires development to comply with City of Clermont standards, including both design and construction requirements. Further discussion noted that the agreement includes provisions for potential future annexation once utility services are provided, including both water and sewer. City Attorney Waugh explained that while annexation authority exists within the agreement framework, any decision to proceed would remain a future policy determination of the Council.

The motion passed 5-0 with all members present voicing aye.

**Item No. 15 – Bishop Field Design Approval**

Parks and Recreation Director Forman presented a proposed design developed with the Bentley Group for the replacement of the grandstand and dugouts at Bishop Field. The project includes demolition of the existing grandstand, restrooms, and dugouts, and construction of a new 200-seat grandstand, restrooms, concession facilities, new dugouts, additional parking, and landscaping, with an estimated cost of \$2.5 million. Staff provided conceptual renderings of the site layout and noted that the Bentley Group was present to answer questions, seeking Council direction on the proposed design and how to proceed.

Mayor Murry opened public comments.

Jeff Deardorff, 18015 Victorian Drive – expressed strong support for the Bishop Field project while emphasizing the importance of preserving the field’s historic character and legacy and encouraged improvements that balance modernization with maintaining its traditional identity and community significance.

Council Member Strange asked if Mr. Deardorff would be willing to assist the city with improvements to Bishop Field, and he responded affirmatively. Mr. Deardorff emphasized support for upgrades while stressing the importance of preserving the field’s historic character and maintaining its traditional community feel.

Patrick Bianchi, Montrose Street – supported upgrading the facility for expanded regional use but urged Council to take the project to workshop for further design refinement to ensure a well-planned, long-term investment.

Mayor Murry closed public comments.

Mayor Murry emphasized preserving the historical character of Bishop Field while raising concerns regarding the proposed design, parking safety along East Avenue, and potential lighting impacts on nearby residents, and requested further review and collaboration with staff before proceeding; Council Member Petersen also supported moving the item to a workshop to further evaluate funding sources and refine the design prior to final approval

Council Member Strange asked Mr. Deardorff about potential collaboration with other professional baseball figures and funding opportunities, he responded that local and former MLB players and scouts could help support and invest in enhancing Bishop Field, suggesting expanded programming and facilities such as batting cages, tournaments, and community events to increase use and economic benefit while building on Clermont’s baseball legacy.

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Council Member Bain proposed forming a small, informal working group of community members, staff, and youth sports representatives to help refine the Bishop Field concept before bringing a more developed proposal back to Council for workshop. Council Member Strange also suggested establishing a preliminary \$2.5 million project scope to guide grant seeking efforts and funding alignment.

Council discussed forming an informal, staff led community working group with Bentley to gather input on Bishop Field design concepts, with City Attorney Waugh advising the effort would comply with Sunshine Law provided it remains strictly fact finding and advisory with no decision making authority; staff and Council agreed to proceed with this approach and to utilize the already scheduled June workshop with the American Bicycle Association presentation as an opportunity to begin incorporating initial input and advancing the project timeline.

Council Member Strange motioned to direct staff to coordinate with the community members to come up with a community driven design and bring it back to Council at the workshop in June. Seconded by Council Member Bain.

Council Member Strange amended the motion to seek grants to help fund the construction of this project. Seconded by Council Member Bain. The motion passed 5-0 with all members present voicing aye.

## **REPORTS**

### **CITY MANAGER REPORT**

Deputy City Manager Matthys –

- There is a Council workshop on May 19 to discuss the budget.
- City offices will be closed May 25 for Memorial Day.
- May 15 is the downtown wine stroll.
- May 25 is the Memorial Day ceremony at the Arts and Recreation Center.
- May 20 is the Ride of Silence at Waterfront Park.
- The St. Johns River Water Management District has issued a water advisory, and water restrictions will be implemented.

### **CITY ATTORNEY REPORT**

City Attorney Waugh –

- Several ordinances are being prepared, including updates to code enforcement, nuisance abatement, and public notice requirements for land use and zoning matters, while also providing an update on ongoing code enforcement issues and potential legal action related to 1919 Sunset Lane.
- Explained that surveillance footage from city facilities, including the police department lobby, is exempt and confidential under Florida law governing security and surveillance systems, citing appellate case law and an Attorney General opinion supporting the city's position that such footage cannot be released through public records requests.

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Council discussed the confidentiality of surveillance footage from government buildings, with City Attorney Waugh explaining that while the recordings are public records, Florida law classifies security and surveillance system footage as exempt and confidential, leaving the city no discretion to release it through public records requests. He clarified that footage may still be discover opinion and litigation, cited supporting case law and a 2015 Attorney General opinion, and offered to share the legal references with Council.

CITY COUNCIL REPORT

Council Member Strange –

- Announced that New Florida Media asked her to serve as honorary chair for the nation’s 250th anniversary celebration and discussed early ideas to expand the City’s July 4th events through neighborhood block parties and additional community gathering locations, and invited Council feedback as planning continues.
- Spoke about the Planning and Zoning checklist and confirmed it remains on track.
- expressed concern that Meet Us in the Middle® is being combined with a veteran’s memorial and urged further discussion on whether the waterfront location is appropriate for a peaceful, reflective space before moving forward with funding decisions.

Council Member Bain –

- Reminded residents that the City’s Citizens Academy is being offered again this summer, beginning May 27
- Raised a scheduling question regarding the upcoming workshop start time, noting a conflict with a 9:00 a.m. start and asking whether the meeting could be moved to 10:00 a.m.

Council discussed adjusting the start time for the upcoming budget workshop due to scheduling conflicts with Deputy City Manager Matthys noting that the meeting had not yet been formally advertised. Council expressed a preference for later start options; after discussion clarifying the agenda would focus on budget priorities rather than full departmental presentations, Council reached consensus to hold the workshop from 2:00–5:00 p.m. that day.

- Requested clarification on the process for blocking or barricading streets for events and who residents or businesses should contact to initiate the request.

Council discussed the process for blocking or barricading city streets, with Deputy City Manager Matthys explaining that requests typically go through Parks and Recreation and are reviewed through a formal approval process, often requiring City Council action depending on the scope of the closure. Council also discussed whether the process is clearly documented in writing, noting that most city street closures are brought forward for Council approval to ensure transparency and consistency, and suggested staff review and potentially formalize the procedure, particularly in connection with upcoming block party concepts tied to the 250th celebration.

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- Spoke about the Meet Us in the Middle® project noting that Council previously directed staff to proceed with a scaled-down design through Mr. Powell that would stay within a lower cost threshold and then proceed through the Request for Proposal process for future Council consideration and approval and indicated any change in direction would require formal Council action.

Council Member Myers –

- Attended the Metropolitan Planning Organization Advisory Council Institute.

Council Member Petersen –

- May is GBS and CIDP awareness month.

Mayor Murry –

- Requested coordination with Public Works and the Police Department to review and reinstall or address parking signage on Desoto and Scott.
- Spoke about Habitat for Humanity building homes for people.
- Visited Aurelia Cole Academy STEM program.
- Attended the Lake Community Arts concert.
- Attended prayer breakfasts on National Prayer Day.
- Attended Heartland League of Cities meeting and was awarded the Hometown Hero award.
- Questioned Council Member Strange about New Florida Media’s role in the 250th celebration, expressing concern about potential conflict and preferring that all planning be handled through Parks and Recreation rather than an outside entity.

Council Member Strange responded that she was working in coordination with the Deputy City Manager and staff to explore additional community celebration options as part of the 250th anniversary, emphasizing collaboration rather than replacing existing City efforts.

Council discussed whether engagement with New Florida Media and 250th anniversary planning would involve City staff, funding, or Council approval. Mayor Murry raised concerns about transparency, the group’s role, and potential political involvement in City celebrations, stating that any expanded activities should be clearly defined and brought forward for Council review. Council Member Strange responded that discussions were preliminary and intended to explore ideas collaboratively with staff.

The workshop time was brought up again for discussion due to scheduling concerns. Council agreed to set the workshop for 3:00 p.m., with confirmation that the revised time would allow sufficient duration for the agenda. Council also suggested that future workshop time changes be discussed in advance at a prior meeting to improve clarity and scheduling consistency, and the item concluded with consensus at the 3:00 p.m. start time.

Mayor Murry provided a 2009 proclamation honoring Clermont soldier Alexander Miller, which was given to City Clerk Howe to read aloud.

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**ADJOURN:** With no further comments, this meeting adjourned at 5:59 pm.

**APPROVED:**

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Tim Murry, Mayor

**ATTEST:**

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Tracy Ackroyd Howe, MMC  
City Clerk



# AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, May 26, 2026		
<b>Agenda Item Name</b>		
Resolution No. 2026-016R <i>Emergency Declaration Authority</i>		
<b>Requested Action</b>		
Approve resolution 2025-016R		
<b>Staff Report</b>		
<p>The 2026 Hurricane Season begins on June first. This resolution provides the Mayor, or, in the Mayor's absence, the Mayor Pro Tem with the limited authority to declare a state of emergency in accordance with Section 252.3 of the Florida Statutes within the municipal boundaries, subject to the following:</p> <ul style="list-style-type: none"> <li>• The Governor of the State of Florida and/or the Lake County Board of County Commissioners have declared a state of emergency to include all or part of Lake County.</li> <li>• The City Council is notified with reasonable dispatch that a state of emergency has been declared.</li> </ul>		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1.	2026-016R - SOE Delegation to Mayor (05.06.2026)	2026-016R - SOE Delegation to Mayor (05.06.2026).pdf



CITY OF CLERMONT  
RESOLUTION NO. 2026-016R

**A RESOLUTION OF THE CITY OF CLERMONT CITY COUNCIL RELATING TO A FUTURE DECLARATION OF LOCAL STATE OF EMERGENCIES TO INCLUDE A DELEGATION OF AUTHORITY TO THE MAYOR IN SPECIFIED INSTANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 252, Florida Statutes, Emergency Management provides for Local Emergencies; and

**WHEREAS**, it is anticipated that significant weather and other conditions, could present a serious threat to the public health, safety and welfare and that such conditions could cause significant damage to infrastructure and personal property;

**WHEREAS**, in accordance with Section 252.38, *Florida Statutes*, the City of Clermont has the authority to declare a state of emergency within the municipal boundaries of the City and invoke any and all emergency provisions, regulations, policies and programs as may be authorized by the State of Florida, State Statutes and County or City ordinances.

**WHEREAS**, in an emergency the immediate and efficient implementation of the authority granted to the City Council is necessary to limit and reduce the impact to the City and its population.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clermont, Florida, Lake County, Florida as follows:

**SECTION 1: EMERGENCY DECLARATION AUTHORITY DELEGATED TO MAYOR**

The City Council does hereby delegate to the Mayor, or in the Mayor’s absence, the Mayor Pro Tem, the limited authority to declare a state of emergency in accordance with Section 252.38, *Florida Statutes* within the municipal boundaries subject to the following:

- a. The Governor of the State of Florida and/or the Lake County Board of County Commissioners has declared a state of emergency to include all or part of Lake County; and
- b. The City Council is notified with reasonable dispatch that a state of emergency has been declared.

**SECTION 2: EFFECTIVE DATE; DURATION**

Any state of emergency declared hereunder shall take effect upon signature and shall be in effect for seven (7) days unless extended by the Mayor, or in the Mayor’s absence, the Mayor Pro Tem for an emergency order entered in response to a hurricane or other weather condition or, for other emergency events, by a majority vote of the City Council or terminated as provided herein.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2026-016R**

**SECTION 3: TERMINATION**

The Mayor, or in the Mayor's absence, the Mayor Pro Tem, may terminate any State of Emergency declared hereunder as may be required.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2026-016R**

**DONE AND RESOLVED** by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 26<sup>th</sup> day of May 2026.

CITY OF CLERMONT

\_\_\_\_\_  
Tim Murry, Mayor

ATTEST:

\_\_\_\_\_  
Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Christian W. Waugh, City Attorney



# AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, May 26, 2026		
<b>Agenda Item Name</b>		
Imagine Charter School Resource Officer Agreement		
<b>Requested Action</b>		
Approve the Education Charter Foundation Agreement for the SRO Program from August 10, 2026, through May 2027.		
<b>Staff Report</b>		
This is an agreement between the Education Charter Foundation (for the Imagine Charter School) and the City of Clermont for the School Resource Program for the 2026-2027 school year. This provides for 1 school resource officer to provide additional security for students, school personnel, and school property. The officer will also interact with students during their regular class schedule and during extracurricular school activities. The Education Foundation Board will pay the City of Clermont \$73,906.00 per the terms of the attached agreement.		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
Revenue from the agreement is to be included in the City's Fiscal Year 2026-2027 General Fund budget.		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1. 2026- 2027 Imagine South Lake SRO Agreement MOU	2026- 2027 Imagine South Lake SRO Agreement MOU.pdf	

**AGREEMENT BETWEEN THE EDUCATION CHARTER FOUNDATION OF FLORIDA,  
AND THE CITY OF CLERMONT, FLORIDA,  
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as "**LAW ENFORCEMENT AGENCY**" and the **Education Charter Foundation of Florida**, a political subdivision of the State of Florida, hereinafter referred to as "**CHARTER BOARD.**"

**WITNESSETH:**

**WHEREAS**, the CHARTER BOARD is seeking School Resource Officer (SRO) for the designated kindergarten through eighth grade charter school to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

**WHEREAS**, the LAW ENFORCEMENT AGENCY is willing to place a City of Clermont Police Officer at a designated kindergarten through eighth grade charter school for the purpose of carrying out this school program.

**NOW, THEREFORE**, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn Clermont Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the CHARTER BOARD to act as an SRO at the designated kindergarten through eighth grade charter school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for one school year, starting with the 2026-2027 school year beginning the 10th day of August, 2026 through the last day of school in May, 2027.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO to the designated kindergarten through eighth grade charter school. The SRO shall interact with students and provide security at the designated kindergarten through eighth grade charter school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the CHARTER BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide CHARTER BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the CHARTER BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY liability to the CHARTER BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, nothing herein shall be construed or act as a waiver of any sovereign immunity that LAW ENFORCEMENT AGENCY may enjoy as a matter of law and under no circumstances, shall LAW ENFORCEMENT AGENCY be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum provided in 768.28, Florida Statutes, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident

or occurrence, exceeds the sum provided in 768.28, Florida Statutes. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated kindergarten through eighth grade charter school.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Charter Board: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Charter Board's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved

to the mutual satisfaction of both the SRO's immediate supervisor and the Charter Board's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Charter Board's designee that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Charter Board's designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Charter Board's designee and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Hours of Assignment. The SROs will be stationed at the designated kindergarten through eighth grade charter school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the LAW ENFORCEMENT AGENCY will cover the incurred overtime expense. If the school requests officers in addition to the SRO, the additional requested Officers will be paid at the approved Off Duty Detail Rate, this expense will be covered by the

CHARTER BOARD.

8. Off-Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated kindergarten through eighth grade charter school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

13. Compensation. The CHARTER BOARD will pay the CITY OF CLERMONT the total sum of seventy-three thousand, nine hundred and six dollars (\$73,906.00) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1<sup>st</sup> day of September, 2024. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida. In the event of COVID-19 or another unforeseen event that causes the shutdown of the school wherein the students work remotely and there is not a need for the SRO to be on the campus, the CHARTER BOARD will not be required to compensate the CITY OF CLERMONT for that time period.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

CHARTER BOARD: Jennifer Wesner  
Principal  
2750 Hartwood Marsh Road  
Clermont, Florida, 34711

LAW ENFORCEMENT AGENCY: Chief of Police  
Clermont Police Department  
3600 S. Highway 27  
Clermont, FL 34711

Upon termination pursuant to this subsection payment will be made by the CHARTER BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective *nunc pro tunc* to this \_\_\_\_ day of \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Clermont on this \_\_\_\_ day of \_\_\_\_\_, 2026.

THE EDUCATION CHARTER  
FOUNDATION OF FLORIDA

Attest: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_,  
Chairperson

Approved: \_\_\_\_\_  
Charter Board Attorney

Date: \_\_\_\_\_

CITY OF CLERMONT, FLORIDA

Attest: \_\_\_\_\_  
Tracy Ackroyd Howe, City Clerk

By: \_\_\_\_\_  
Tim Murry, Mayor

Approved: \_\_\_\_\_  
Christian Waugh, City Attorney

## EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or needs to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs, in coordination with school leaders, may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the principal.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with the school administration when determining whether an arrest should be made or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with

the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The SRO shall notify the Department of Children and Family Services whenever the SRO becomes aware of, or has reason to suspect, that a student has been a victim of sexual abuse or other physical abuse, or has been placed in a situation that is unsafe.

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,  
AND THE CITY OF CLERMONT, FOR  
SCHOOL RESOURCE OFFICER PROGRAM [2026-2027]**

This **AGREEMENT** is entered into by and between the **City of Clermont**, a Florida municipal corporation, hereinafter referred to as “**LAW ENFORCEMENT AGENCY**” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “**SCHOOL BOARD**”.

**WITNESSETH:**

**WHEREAS**, the **SCHOOL BOARD** is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

**WHEREAS**, the **LAW ENFORCEMENT AGENCY** is willing to place four (4) **City of Clermont** Police Officers at **Cypress Ridge Elementary (1), Lost Lake Elementary (1), Windy Hill Middle (1), Aurelia M. Cole Academy (1)** for the purpose of carrying out this school program.

**NOW, THEREFORE**, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the **LAW ENFORCEMENT AGENCY** will provide four (4) sworn **City of Clermont** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the **SCHOOL BOARD** to act as SROs at the four (4) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10<sup>th</sup> day of August 2026 through the last day of school for students in May 2027.

2. Compensation. The **SCHOOL BOARD** will pay the **City of Clermont** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the **SCHOOL BOARD** by the **LAW ENFORCEMENT AGENCY** in monthly installments following the services rendered for the month, commencing on

the 1<sup>st</sup> day of September 2026 for services rendered beginning August 10, 2026 and continuing on the 1<sup>st</sup> day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for four (4) designated schools. The SROs shall interact with students and provide security at the four (4) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it’s officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the limits provided by section 768.28, Florida Statutes, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the limits provided by section 768,28, Florida Statutes. Further, nothing in

this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the four (4) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments. Compensation for such leaves will be the amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed during the date(s) of coverage, not to include the portion of the salary and benefits of the SRO(s) who is(are) on leave.

8. Hours of Assignment. The SROs will be stationed at the four (4) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the four (4) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of

command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Information Technology Services. The following notates Information Technology Services provided to law enforcement agencies for School Resource Officers / Deputies.

A. Wireless Internet Access for SRO/SRD Use. Lake County Schools (LCS) Information Technology will provide a dedicated, hidden SSID exclusively for use by Agency SROs/SRDs while on district property, intended solely for official Agency or district-related activities. All CJIS, NCIC, and FCIC-regulated data must be transmitted securely through Agency-managed VPN connections; such data may not traverse or be stored on LCS networks under any circumstances. Agencies are solely responsible for configuring and maintaining their VPNs to ensure compliance with applicable security standards. LCS reserves the right to suspend Wi-Fi access without notice if a device is suspected of transmitting malicious software or compromising network integrity.

B. Best-Effort Provision of Services. All network and wireless services provided by Lake County Schools (LCS) Information Technology are delivered on a best-effort basis. No formal Service Level Agreement (SLA) is in place to guarantee uptime, bandwidth, fault tolerance, or security beyond standard operational practices. LCS

IT does not guarantee uninterrupted or fully secure connectivity. It is the responsibility of the respective agency to ensure that all sensitive data transmissions comply with CJIS, NCIC, and FCIC requirements through the use of end-to-end encryption (e.g., VPN).

- C. Device Management and Network Access Control. Agency-issued equipment is permitted to connect to the designated SRO Wi-Fi network established by Lake County Schools (LCS). LCS Information Technology will not manage, support, or be responsible for the security, configuration, or maintenance of any agency-issued devices. It is the responsibility of the respective agency to ensure that all devices accessing the district wireless network are properly maintained and secured, including up-to-date antivirus software, operating system patches, and active endpoint protection services. Acceptable device access is limited to agency laptops and necessary peripherals; any additional device types must receive prior written approval from LCS IT before being granted network access.
  
- D. Data Monitoring and Privacy Expectations. Lake County Schools (LCS) Information Technology monitors network traffic for general security, performance, and network management purposes. While LCS does not actively inspect the contents of encrypted traffic, agencies utilizing district-provided internet services should have no expectation of privacy for general network usage. Exceptions apply to VPN-encrypted traffic used by law enforcement personnel for transmitting protected information, which remains subject to the security protocols of the respective agency.
  
- E. Physical Network Access Restrictions. Agency devices are strictly prohibited from connecting to Lake County Schools' physical network infrastructure (e.g., Ethernet wall ports or switch ports) without prior written authorization from the Lake County Schools (LCS) Information Technology. No radios, laptops, printers, or any other equipment may be physically connected to the district network unless expressly approved.

- F. Incident Reporting Requirements. In the event of a suspected security concern or potential data compromise, the School Resource Officer (SRO)/School Resource Deputy (SRD) or associated personnel shall immediately notify Lake County Schools. Likewise, Lake County Schools will promptly notify the appropriate law enforcement contacts if any incident arises that may pose a risk to department-issued systems or data. Timely, reciprocal communication is essential to ensure coordinated response and system integrity for both parties.
  
- G. Printing Services and Restrictions. Lake County Schools (LCS) shall not provide printing services to School Resource Officers (SROs) or School Resource Deputies (SRDs) stationed on school campuses. All official printing needs for these individuals must be conducted using department-issued computers and printers supplied by the respective law enforcement agency. All such equipment must comply with applicable security policies, protocols, and data protection requirements as outlined by the law enforcement agency and appropriate state and federal guidelines governing data privacy.

16. Threats to School Safety.

- A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.
  
- B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

17. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools  
School Board of Lake County  
201 West Burleigh Boulevard  
Tavares, FL 32778

LAW ENFORCEMENT  
AGENCY:

Chief of Police  
City of Clermont Police Department  
3600 US Highway 27  
Clermont, FL 34711

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

18. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

**“SCHOOL BOARD”**

**THE SCHOOL BOARD OF LAKE COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
William J. Mathias, Chairperson

Date: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_  
Diane S. Kornegay, Superintendent

\_\_\_\_\_  
School Board Attorney

**“LAW ENFORCEMENT AGENCY”**

**CITY OF CLERMONT, FLORIDA**

By: \_\_\_\_\_  
Signature of Mayor

Date: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
City of Clermont Attorney

## **EXHIBIT “A”**

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Clermont Police Department’s standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer’s supervisor of the school’s calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").



# AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, May 26, 2026		
<b>Agenda Item Name</b>		
Bid Award <i>Autobody Repairs</i>		
<b>Requested Action</b>		
Approve the award of a Term Contract to Tropical Ford, Inc. to provide all labor, materials, and equipment necessary to provide auto body repair services.		
<b>Staff Report</b>		
<p>The Procurement Services Department and the Public Services Fleet Division recommend approval of the proposed action.</p> <p>The Procurement Services Department issued Request for Bid No. on March 9, 2026, to establish an annual Term Contract for auto body repair services. The purpose of this solicitation was to secure qualified auto body repair service providers actively engaged in collision repair, refinishing, painting, and restoration services for municipal fleet vehicles and equipment. The contract services include body and collision repairs, frame straightening, rust repair, refinishing and painting, fiberglass repairs, supplemental repair estimates, and related services for passenger vehicles, trucks, and specialty vehicles. These services will support the maintenance and repair needs of City-owned vehicles and equipment utilized across all City departments.</p> <p>The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of seven (7) responses were received.</p> <p>It is recommended that the City Council approve and execute a fixed-unit price term contract with Tropical Ford, Inc. to provide auto body repair services. The initial term of the contract is three (3) years, with the option for up to three (3) additional one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$150,000 with a contract start date of May 27, 2026.</p>		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
Funding will be determined on a case-by-case basis and funded by the respective department in the current approved budget. The estimated annual expense ranges between \$30,000 and \$80,000. The object code for these purchases in all departments is 54601 or 54501 within the General Fund or applicable Enterprise Funds.		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1.	RFB 26-074 Notice of Intent to Award	RFB 26-074 Notice of Intent to Award.pdf
2.	RFB 26-074 Evaluation Tabulation	RFB 26-074 Evaluation Tabulation.pdf



NOTICE OF INTENT TO AWARD  
RFB No. RFB 26-074  
Auto Body Repair Services

RESPONSE DEADLINE: April 9, 2026 at 2:00 pm

Tuesday, May 5, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-074 titled Auto Body Repair Services, the City hereby issues this Award Recommendation to the following company:

Tropical Ford

Sincerely,

Freddy L. Suarez, MPA, CPPB  
Procurement Services Director



**EVALUATION TABULATION**  
RFB No. RFB 26-074  
Auto Body Repair Services  
RESPONSE DEADLINE: April 9, 2026 at 2:00 pm

**SELECTED VENDOR TOTALS**

Vendor	Total
Tropical Ford – Orlando, FL	\$144.00
Collision Auto Pros – Orlando, FL	\$171.00
FINAL TOUCH COLLISION – Lakeland, FL	\$176.00
Sunset Garage Auto Works LLC – North Fort Myers, FL	\$200.00
Southeast Automotive LLC – Ocoee, FL	\$205.00
Rush Truck Centers of Florida, Inc. – Tampa, FL	\$306.00
Final Touch Auto Body and Paint LLC – Leesburg, FL	\$378.00

EVALUATION TABULATION  
RFB No. RFB 26-074  
Auto Body Repair Services

**VEHICLE HOURLY RATE** (Table 1 of 2)

Vehicle Hourly Rate					Collision Auto Pros		Final Touch Auto Body and Paint LLC		FINAL TOUCH COLLISION		Rush Truck Centers of Florida, Inc.		Southeast Automotive LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Passenger Vehicles (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$48.00	\$48.00	\$58.00	\$58.00	\$49.00	\$49.00	\$102.00	\$102.00	\$50.00	\$50.00
X	2	Trucks (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$48.00	\$48.00	\$160.00	\$160.00	\$49.00	\$49.00	\$102.00	\$102.00	\$55.00	\$55.00
X	3	Specialty Vehicles (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$75.00	\$75.00	\$160.00	\$160.00	\$78.00	\$78.00	\$102.00	\$102.00	\$100.00	\$100.00
Total						\$171.00		\$378.00		\$176.00		\$306.00		\$205.00

**VEHICLE HOURLY RATE** (Table 2 of 2)

Vehicle Hourly Rate						Sunset Garage Auto Works LLC		Tropical Ford	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	
X	1	Passenger Vehicles (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$60.00	\$60.00	\$48.00	\$48.00	
X	2	Trucks (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$70.00	\$70.00	\$48.00	\$48.00	

EVALUATION TABULATION  
RFB No. RFB 26-074  
Auto Body Repair Services

Vehicle Hourly Rate					Sunset Garage Auto Works LLC		Tropical Ford	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	3	Specialty Vehicles (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$70.00	\$70.00	\$48.00	\$48.00
Total						\$200.00		\$144.00

**PARTS DISCOUNTS**

Parts Discounts			Collision Auto Pros	Final Touch Auto Body and Paint LLC	FINAL TOUCH COLLISION	Rush Truck Centers of Florida, Inc.	Southeast Automotive LLC	Sunset Garage Auto Works LLC	Tropical Ford
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage	Percentage	Percentage	Percentage
4	Passenger Vehicles - Parts discount must be provided per Mitchell's Crash Guide list price less percent.	percent	15%	No Bid	16%	25%	10%	25%	10%
5	Trucks - Parts discount must be provided per Mitchell's Crash Guide list price less percent.	percent	15%	No Bid	16%	25%	10%	25%	10%
6	Specialty Vehicles - Parts discount must be provided per Mitchell's Crash Guide list price less percent.	percent	15%	No Bid	12%	25%	10%	15%	10%

**OTHER CHARGES (IF APPLICABLE)** (Table 1 of 2)

Storage fees will not be considered in determining award and are provided for contingency purposes only.

Other Charges (If Applicable)					Collision Auto Pros		Final Touch Auto Body and Paint LLC		FINAL TOUCH COLLISION		Rush Truck Centers of Florida, Inc.		Southeast Automotive LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	7	Daily Storage Fee (if approved per Section 3.5)	1	Per Day	\$35.00	\$35.00	\$50.00	\$50.00	\$45.00	\$45.00	\$0.00	\$0.00	\$45.00	\$45.00
Total						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

**OTHER CHARGES (IF APPLICABLE)** (Table 2 of 2)

Storage fees will not be considered in determining award and are provided for contingency purposes only.

Other Charges (If Applicable)						Sunset Garage Auto Works LLC		Tropical Ford		
Selected	Line Item	Description			Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	7	Daily Storage Fee (if approved per Section 3.5)			1	Per Day	\$70.00	\$70.00	\$25.00	\$25.00
Total							\$0.00		\$0.00	



## AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, May 26, 2026		
<b>Agenda Item Name</b>		
AXON Enterprise Purchase Approval		
<b>Requested Action</b>		
Approve the AXON AI ASSIST at a cost of \$151,322.58.		
<b>Staff Report</b>		
<p>The Axon AI Assistant significantly enhances departmental efficiency by automating the transcription and translation of body-worn camera footage, which can return officers to the field up to 40% faster by reducing manual reporting time. Supporting over 100 languages, it allows for near-real-time understanding of statements from Limited English proficient individuals, improving officer safety and community trust while ensuring more accurate initial investigations. Furthermore, by integrating these searchable transcripts directly into the Axon Evidence ecosystem, the tool streamlines legal discovery and improves compliance with public records requests.</p> <p>This is spread out over a 54-month timeframe, mirroring our current AXON contract. Because this is not a budgeted item, we are requesting approval to add a budget for these expenses. However, the expenses will be covered by the federal funding as part of our 287G agreement. There will not be a reduction in fund balance from these expenses.</p>		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
The cost of the AXON purchase is \$151,322.58 to be paid over the course of 5 years from the General Fund 10521-55219. The current fiscal year is funded with a payment of \$30,264.50 and the remaining 4 years will be budgeted at \$30,264.52 per year. The additional expense will be funded by the DHS 287g program entered into with the Department of Homeland Security in September 2025.		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1. Q-851179-46148JD	Q-851179-46148JD.pdf	



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic:(800) 978-2737  
 International: +1.800.978.2737

Q-851179-46148JD

Issued: 05/06/2026

Quote Expiration:

Estimated Contract Start Date: 06/01/2026

Account Number: 163159

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Clermont Police Dept. - FL 3600 S HIGHWAY 27 CLERMONT, FL 34711-6735 USA	Clermont Police Dept. - FL 3600 S HIGHWAY 27 CLERMONT FL 34711-6735 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Steven Strickland Phone: (352) 536-8408 Email: sstrickland@clermonfl.org Fax: (352) 536 - 8499

**Quote Summary**

Program Length	54 Months
<b>TOTAL COST</b>	<b>\$151,322.58</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$151,322.58</b>

**Discount Summary**

Average Savings Per Year	\$0.00
<b>TOTAL SAVINGS</b>	<b>\$0.00</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
May 2026	\$30,264.50	\$0.00	\$30,264.50
May 2027	\$30,264.52	\$0.00	\$30,264.52
May 2028	\$30,264.52	\$0.00	\$30,264.52
May 2029	\$30,264.52	\$0.00	\$30,264.52
May 2030	\$30,264.52	\$0.00	\$30,264.52
<b>Total</b>	<b>\$151,322.58</b>	<b>\$0.00</b>	<b>\$151,322.58</b>

Quote Unbundled Price:	\$151,322.58
Quote List Price:	\$151,322.58
Quote Subtotal:	\$151,322.58

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Software</b>									
102011	AXON AI ASSISTANT	87	54		\$32.21	\$32.21	\$151,322.58	\$0.00	\$151,322.58
<b>Total</b>							<b>\$151,322.58</b>	<b>\$0.00</b>	<b>\$151,322.58</b>

## Delivery Schedule

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	102011	AXON AI ASSISTANT	87	06/01/2026	11/30/2030

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3600 S HIGHWAY 27	CLERMONT	FL	34711-6735	USA

## Payment Details

### May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102011	AXON AI ASSISTANT	87	\$30,264.50	\$0.00	\$30,264.50
<b>Total</b>				<b>\$30,264.50</b>	<b>\$0.00</b>	<b>\$30,264.50</b>

### May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102011	AXON AI ASSISTANT	87	\$30,264.52	\$0.00	\$30,264.52
<b>Total</b>				<b>\$30,264.52</b>	<b>\$0.00</b>	<b>\$30,264.52</b>

### May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102011	AXON AI ASSISTANT	87	\$30,264.52	\$0.00	\$30,264.52
<b>Total</b>				<b>\$30,264.52</b>	<b>\$0.00</b>	<b>\$30,264.52</b>

### May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102011	AXON AI ASSISTANT	87	\$30,264.52	\$0.00	\$30,264.52
<b>Total</b>				<b>\$30,264.52</b>	<b>\$0.00</b>	<b>\$30,264.52</b>

### May 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102011	AXON AI ASSISTANT	87	\$30,264.52	\$0.00	\$30,264.52
<b>Total</b>				<b>\$30,264.52</b>	<b>\$0.00</b>	<b>\$30,264.52</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

### Rewrite Estimates

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

### Refresh Shipment Timing

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

### Shipment Timing

**Shipment Variance.** Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

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Signature

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Date Signed

5/6/2026





# AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, May 26, 2026		
<b>Agenda Item Name</b>		
Contract for legal services with Stag Liuzza and DSK		
<b>Requested Action</b>		
Consider contract approval regarding PFAS litigation.		
<b>Staff Report</b>		
<p>In major multidistrict federal litigation, 3M and DuPont have settled class action lawsuits regarding contamination of public waters from organic pollutants referred to as "PFAS," but which go by several other names as well. Eligible local governments may file claims based on testing of their public water systems and the results that come back regarding their contamination. The City has been approached by numerous law firms desiring to retain them, but who have no connection to the City. In April, the former City Attorneys, DSK Law, in combination with a well-known firm in PFAS litigation, Stag Liuzza, approached the City Attorney regarding its claims. The City Attorney has met with and endorsed hiring Stag Liuzza and DSK Law to represent the City in the PFAS litigation to file a claim on the City's behalf and to obtain any potential settlement monies. This would be a contingency-based representation whereby the City does not pay anything upfront. Rather, the hired attorneys will pay for all necessary testing. The costs for the testing, in addition to about 33 and 1/3% of the claim proceeds, will compensate the attorneys after recovery. The proposed legal team also works with the Cities of Groveland and Minneola, among others, in this regard.</p>		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
None - see staff report section.		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1.	Statement of Client's Rights - Clermont (corrected)	Statement of Client's Rights - Clermont (corrected).pdf
2.	Contract for Legal Services dated 5-14-26	Contract for Legal Services dated 5-14-26.pdf

**STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES**  
**RE: AFFF Litigation MDL No. 2873**

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with 1 lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the RRTFB October 27, 2025 Page 215 lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to

associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

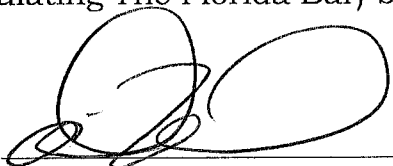
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

BY:  \_\_\_\_\_

As its: PARTNER

deBEAUBIEN, SIMMONS, KNIGHT,

MANTZARIS & NEAL, LLP

Dated: May 14, 2026

BY: \_\_\_\_\_

As its:

CITY OF CLERMONT, FL

Dated: \_\_\_\_\_, 2026

**CONTRACT FOR LEGAL SERVICES  
AFFF PFAS LITIGATION**

The **City of Clermont, Florida** (hereinafter the "Client") hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and deBEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL, LLP (through attorneys Daniel F. Mantzaris and Thomas F. Neal) for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 ("AFFF") related to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the "Client's Claims").

**CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:**

Water Department: \_\_\_\_\_  
Name
Telephone
E-mail

Business Matters: Christian Waugh, City Attorney    (321) 800-6008    cwaugh@waugh.legal  
Name
Telephone
E-mail

**Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.**

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding ("Action") or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written

agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

**1. ATTORNEYS 'FEES AND COMMON BENEFIT ASSESSMENT.** As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys 'Fees"). The Attorneys 'Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys 'fee will be divided as follows: 25% to DSK LAW and 75% to STAG LIUZZA, LLC.

Pursuant to Court order, every AFFF claimant must pay an eight percent (8%) common benefit assessment of the Gross Amount Recovered. As a benefit to Client, said Common Benefit Assessment will be credited against the one third (1/3) Attorneys 'Fees herein. Therefore, Client will not separately bear or reimburse Attorneys for the Common Benefit Assessment and Attorneys will be paid a total contingency fee of 25 1/3%.

These Attorneys 'Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross

Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

**2. COSTS AND EXPENSES.** In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$ .30 per page; facsimile costs at a rate of \$ .25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

**3. NO GUARANTEE.** The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional

Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

**4. ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

**5. PRIVILEGE.** The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

**6. MODIFICATION.** It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

**7. TERMINATION OF REPRESENTATION.** The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that

the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

**8. ENTIRE AGREEMENT.** The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

**9. AUTHORITY.** Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

**10. FLORIDA BAR RULE 4-1.5, § 4(A)**

(i) The undersigned client has, before signing this contract, received and read the statement of client's rights and understands each of the rights set forth in it. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned lawyer(s).

(ii) This contract may be cancelled by written notification to the lawyer at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client is not obligated to pay any fees to the attorney for the work performed during that time. If the lawyer has advanced funds to others in representation of the client, the lawyer is entitled to be reimbursed for amounts that the lawyer has reasonably advanced on behalf of the client.

**EFFECT OF SIGNING**

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name:**\_\_\_\_\_

**FOR CITY OF CLERMONT, FLORIDA**

\_\_\_\_\_  
**Date**

5/14/26

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**MICHAEL STAG FOR STAG LIUZZA, L.L.C.**



\_\_\_\_\_  
**DANIEL F. MANTZARIS FOR deBEAUBIEN,  
SIMMONS, KNIGHT, MANTZARIS & NEAL,  
LLP**



# AGENDA ITEM

<b>Meeting Date</b>																										
Tuesday, May 26, 2026																										
<b>Agenda Item Name</b>																										
Land Purchase - 793 W. Montrose Street																										
<b>Requested Action</b>																										
Approval the purchase of property located behind 793 W. Montrose Street.																										
<b>Staff Report</b>																										
<p>The City Manager's Office, in coordination with the Public Services Department, recommends approval of this action. The purchase of this property will begin the process of creating regional dumpster corrals for business owners and residents in downtown Clermont to use to dispose of solid waste. These regional dumpster enclosures will, in time, replace the current cart collection process.</p> <p>The carts have been used for the past several years as a stopgap measure to provide solid waste collection in the downtown. This has resulted in a large volume of carts being used to handle the volume of solid waste. This large number of carts has become an aesthetic distraction and a potential health concern.</p>																										
<b>Additional Analysis</b>																										
<b>Fiscal Impact Summary</b>																										
<p>The fiscal impact of \$75,000 is included in the current fiscal year budget for the "Downtown Trash Compactor" capital project. The purchase price will be transferred to the land acquisition account upon approval.</p> <table border="1"> <thead> <tr> <th>Fund</th> <th>Account Name</th> <th>Account Number</th> <th>Original Budget</th> <th>Budget Transfer</th> <th>Revised Budget</th> </tr> </thead> <tbody> <tr> <td>Sanitation Fund</td> <td>Other Improvements</td> <td>49534-66300-34001</td> <td>\$497,113</td> <td>(\$75,000)</td> <td>\$422,113</td> </tr> <tr> <td>Sanitation Fund</td> <td>Land</td> <td>49534-66101-34001</td> <td>\$ 0</td> <td>\$75,000</td> <td>\$75,000</td> </tr> <tr> <td colspan="3" style="text-align: right;">Net Impact</td> <td colspan="3" style="text-align: center;">- 0 -</td> </tr> </tbody> </table>		Fund	Account Name	Account Number	Original Budget	Budget Transfer	Revised Budget	Sanitation Fund	Other Improvements	49534-66300-34001	\$497,113	(\$75,000)	\$422,113	Sanitation Fund	Land	49534-66101-34001	\$ 0	\$75,000	\$75,000	Net Impact			- 0 -			
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Net Impact			- 0 -																							
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>																								
<b>Exhibits Attached</b> (copies of original agreements)																										
1. 793 W Montrose St		793 W Montrose St.pdf																								
2. Map of Description modified 05-19-26 signed		Map of Description modified 05-19-26 signed.pdf																								
3. MODIFIED		MODIFIED																								
DESCRIPTION_PARCEL_A_793_W_MONTROSE_ST		DESCRIPTION_PARCEL_A_793_W_MONTROSE_ST.d ocx																								

**Vacant Land Contract**

1\* **1. Sale and Purchase ("Contract"):** Montrose Street Market LLC  
2\* ("Seller") and The City of Clermont, Florida, a Florida municipal corporation  
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as:

5\* Address: 793 W Montrose St, Clermont, FL 34711

6\* Legal Description: BEGIN AT THE SOUTHWEST CORNER OF THE NORTH 134.00 FEET OF THE WEST 33.00 FEET OF  
7 LOT 19, BLOCK 81, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN  
8 PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N 00 DEG 00'00" W ALONG THE  
9 WEST LINE OF SAID NORTH 134.00 FT OF THE WEST 33.00 FT OF LOT 19 FOR 20.00 FT; THENCE N 90 DEG 00'00" E  
10 FOR 20.00 FT; THENCE S 00 DEG 00'00" W FOR 20.00 FT TO SOUTH LINE; THENCE N 90 DEG 00'00" W ALONG SOUTH LINE  
11\* SEC 24/TWP /22S/RNG 25E of Lake County, Florida. Real Property ID No.: 24-22-25-0100-081-01900  
12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
13 FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

14\* **2. Purchase Price:** (U.S. currency)..... \$ 75,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
16\* Escrow Agent's Name: Waugh PLLC  
17\* Escrow Agent's Contact Person: Mirella Waugh  
18\* Escrow Agent's Address: 201 E. Pine Street, Suite 315, Orlando FL 32801  
19\* Escrow Agent's Phone: 321-800-6008  
20\* Escrow Agent's Email: mwaugh@waugh.legal


- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
22\*  accompanies offer  
23\*  will be delivered to Escrow Agent within 5 days (3 days if left blank)  
24\* after Effective Date ..... \$ 1,000.00  
25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
26\*  within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
27\*  within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ \_\_\_\_\_  
28\* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ \_\_\_\_\_  
29\* (d) Other: ..... \$ \_\_\_\_\_  
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
31\* to be paid at closing by wire transfer or other Collected funds..... \$ 75,000

32\* (f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
33\* unit used to determine the purchase price is  lot  acre  square foot  other (specify): \_\_\_\_\_  
34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
35\* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
36\* accordance with Paragraph 6(c). The following rights of way and other areas will be excluded from the  
37\* calculation. \_\_\_\_\_

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
39\* delivered to all parties on or before May 26, 2026, this offer will be withdrawn and Buyer's deposit, if  
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**  
42 **has signed or initialed and delivered this offer or the final counter-offer.**

43\* **4. Closing Date:** This transaction will close on June 6, 2026 ("Closing Date"), unless specifically  
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 8 pages.  
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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy  
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 \* **(a)**  **Buyer** will pay cash for the Property with no financing contingency.

57 \* **(b)**  This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)  
58 \* specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective  
59 \* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_  
60 \* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,  
61 \* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the  
62 \* Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be  
63 \* returned.

64 \* **(1)**  **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_  
65 \* or \_\_\_\_\_% of the purchase price at **(Check one)**  a fixed rate not exceeding \_\_\_\_\_%  an  
66 \* adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
67 \* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully  
68 \* informed of the loan application status and progress and authorizes the lender or mortgage broker to  
69 \* disclose all such information to **Seller** and Broker.

70 \* **(2)**  **Seller Financing:** **Buyer** will execute a  first  second purchase money note and mortgage to  
71 \* **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

72 \* \_\_\_\_\_  
73 \* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow  
74 \* forms generally accepted in the county where the Property is located; will provide for a late payment fee  
75 \* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without  
76 \* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
77 \* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to  
78 \* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**  
79 \* to obtain credit, employment, and other necessary information to determine creditworthiness for the  
80 \* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**  
81 \* will make the loan.

82 \* **(3)**  **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83 \* \_\_\_\_\_  
84 \* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
85 \* \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
86 \*  fixed  other (describe) \_\_\_\_\_  
87 \* interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage  
88 \* will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase  
89 \* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the  
90 \* assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing  
91 \* which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves  
92 \* **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93 \* **7. Assignability: (Check one)** **Buyer**  may assign and thereby be released from any further liability under this  
94 \* Contract,  may assign but not be released from liability under this Contract, or  may not assign this Contract.

95 \* **8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
96 \* deed  special warranty deed  other (specify) \_\_\_\_\_, ~~free of liens, easements,~~  
97 \* ~~and encumbrances of record or known to Seller, but subject to property taxes for the year of closing, covenants,~~  
98 \* ~~restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any~~  
99 \* ~~other matters to which title will be subject).~~ **Subject to all matters of record** \_\_\_\_\_,  
100 \* provided there exists at closing no violation of the foregoing.

101 \* **(a) Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay  
102 \* for the title search, including tax and lien search (including municipal lien search) if performed, and all other  
103 \* fees charged by closing agent. **Seller** will deliver to **Buyer**, at  
104 \* **(Check one)**  **Seller's**  **Buyer's** expense and  
105 \* **(Check one)**  within \_\_\_\_\_ days after Effective Date  at least \_\_\_\_\_ days before Closing Date,  
106 \* **(Check one)**

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- 107 \* (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the  
109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is  
110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to  
111 **Buyer** within 15 days after Effective Date.
- 112 \* (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy  
114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will  
115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy  
116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents  
117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,  
118 then (1) above will be the title evidence.

119 \* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 5 days (10 days if left blank) but  
120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to  
121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**  
122 \* cures the defects within 5 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the  
123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of  
124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within  
125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of  
126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject  
127 to existing defects and close the transaction without reduction in purchase price.

128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to  
129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any  
130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed  
131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with  
135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or  
136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

137 (a) **Inspections: (Check (1) or (2))**

138 \* (1)  **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 10 days (30 days if left blank)  
139 ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine  
140 whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may  
141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations  
142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's  
143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision  
144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with  
145 local, state, and regional growth management plans; availability of permits, government approvals, and  
146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will  
147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is  
148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,  
149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
150 purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns  
151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**  
152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,  
153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any  
154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will  
155 not engage in any activity that could result in a construction lien being filed against the Property without  
156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair  
157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in  
158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a  
159 result of the Inspections.

160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**  
161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2)  **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

**Buyer** waives the right to receive a CCCL affidavit or survey.

**10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

- ~~Taxes on deed~~
- ~~Recording fees for documents needed to cure title~~
- ~~Title evidence (if applicable under Paragraph 8)~~
- ~~Estoppel Fee(s)~~
- Other: \_\_\_\_\_

(b) **Buyer Costs:**

- Taxes and recording fees on notes and mortgages
- Recording fees on the deed and financing statements
- Loan expenses
- Title evidence (if applicable under Paragraph 8)
- Lender's title policy at the simultaneous issue rate
- Inspections
- Survey
- Insurance
- Other: Buyer to pay all costs and expenses related to closing, including pre-paid items.

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments,  **Seller**  **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

**15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

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- 272 16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive  
273 closing or termination of this Contract.
- 274 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**  
275 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting  
276 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be  
277 liable for the full amount of the brokerage fee.
- 278 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,  
279 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the  
280 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,  
281 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**  
282 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in  
283 equity to enforce **Seller's** rights under this Contract.
- 284 17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to  
285 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
286 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 287 18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively  
288 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
289 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing  
290 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
291 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person  
292 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this  
293 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees  
294 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed  
295 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 296 19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations  
297 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this  
298 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
299 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
300 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations  
301 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**  
302 **solely on Seller, professional inspectors, and government agencies for verification of the Property**  
303 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and  
304 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,  
305 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform  
306 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,  
307 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure  
308 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,  
309 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related  
310 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or  
312 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any  
313 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.  
314 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be  
315 treated as a party to this Contract. This Paragraph will survive closing.
- 316 20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
317 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
318 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
319 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
320 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 321 21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**  
322 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage  
323 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the  
324 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be  
325 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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<del>Seller's Sales Associate/License No.</del>
<del>Seller's Sales Associate Email Address</del>
<del>Seller's Sales Associate Phone Number</del>
<del>Listing Brokerage</del>
<del>Listing Brokerage Address</del>

<del>Buyer's Sales Associate/License No.</del>
<del>Buyer's Sales Associate Email Address</del>
<del>Buyer's Sales Associate Phone Number</del>
<del>Buyer's Brokerage</del>
<del>Buyer's Brokerage Address</del>

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**22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- A. Back-up Contract
- B. Kick Out Clause
- C. HOA Addendum
- D. Other See attached Exhibit B

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**23. Additional Terms:** This Contract is contingent upon approval by the Clermont City Council.

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**COUNTER-OFFER/REJECTION**

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- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- Seller rejects Buyer's offer

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**[The remainder of this page is intentionally left blank.  
This Contract continues with Line 368 on Page 8 of 8.]**

Buyer ( ) ( ) and Seller  ( ) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

368 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**  
369 **signing.**

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**ATTENTION: SELLER AND BUYER**

371 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023  
372 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers  
373 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian  
374 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the  
375 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**  
376 **in violation of the Act.**

377 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**  
378 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

379

380\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

381\* **Print name:** \_\_\_\_\_

382\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

383\* **Print name:** \_\_\_\_\_

384 **Buyer's address for purpose of notice:**

385\* **Address:** \_\_\_\_\_

386\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

387\* **Seller:**  \_\_\_\_\_ **Date:** 5/21/26

388\* **Print name:** Patrick Bianchi

389\*\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_


390\* **Print name:** \_\_\_\_\_

391 **Seller's address for purpose of notice:**

392\* **Address:** \_\_\_\_\_

393\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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Buyer ( ) ( ) and Seller (  ) ( ) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-15 Rev 1/26

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**EXHIBIT B**  
**ADDITIONAL TERMS**

**1. Conflict; Survival.** If the terms in this Exhibit B conflict with any other terms in the Contract, then the terms of this Exhibit B shall control. The obligations of this Exhibit B shall run with the land to the parties' successors and assigns. This Exhibit B shall survive Closing and shall not merge into any documents executed at Closing.

**2. Strict Use Restriction.**

- a. Buyer (also, the "City") covenants and agrees that the Property shall be used solely and exclusively for the installation and maintenance of garbage compactor equipment and operations, dumpster placement and waste collection, and related waste management infrastructure ("**Facilities**") (collectively, the "**Permitted Use**"). For absolute clarity, Permitted Use does not include sale, lease, license, or transfer of Property to any third party; storage, warehousing, or any use unrelated to waste management; parking (except for collection vehicles during active collection); advertising, billboards, or commercial signage; any residential, retail, office, or commercial use or development; or any use that would prevent Seller's continued access to and use of Seller's adjacent property ("**Adjacent Property**") or the Facilities.
- b. City shall keep Property and the Facilities in reasonably neat condition and repair at its sole cost and expense. City shall maintain the Facilities in good working order and provide all routine maintenance and clearing thereof. The City shall not allow trash to accumulate adjacent to the Facilities, including on portions of Seller's Adjacent.
- c. City shall not prevent Seller or any occupant of the Adjacent Property from using the Facilities unless they fail to pay fees customarily charged for such Facilities and waste removal in the City. The use of the Facilities shall not unreasonably interfere with or prevent the use or operation of Seller's Adjacent Property.
- d. If the separation and sale of the Property as contemplated herein requires any platting or subdividing on the Property or Adjacent Property, the City shall be responsible for all costs and expenses incurred in connection with such platting or subdivision.
- e. City shall install reasonable signage and other precautions to reduce risks of vehicles and equipment striking the Facilities when entering and exiting from adjacent alleyway.
- f. The City shall not sell, lease, license or transfer the Property, the Facilities any interest therein to any third party without Seller's prior written consent ("**Prohibited Transfer**").

**3. Indemnity and Disclaimer.** The Property is being sold, and the City shall accept the Property, As-Is, Where-Is, with all faults. Seller makes no representation as to the Property, its merchantability of its suitability for the Permitted Use or other purposes whatsoever. City shall be



solely responsible for all matters related to Property, the Facilities or the use thereof. City shall indemnify, defend, and hold Seller harmless from and against all matters relating to the Property, the Facilities or the use thereof, including third party claims for injury or property damages, as well as any legal fees and costs in connection therewith, other than those arising from the negligence or intentional misconduct or intentional misconduct of Seller.

**4. Post-Closing Remedies.** If the City defaults under the terms of this Exhibit, Seller shall be entitled to all rights and remedies available at law or in equity. Not to limit the generality of the foregoing:

- a. **Self-Help.** If the City fails to maintain the Property and Facilities in accordance with this Exhibit, and the failure continues for a period of ten (10) days after notice thereof (unless such failure creates a dangerous or emergency situation, in which case no prior notice is required), Seller may undertake work as reasonably necessary to remedy the City's failure and may invoice the City for all costs of such work. The City shall pay such invoice within thirty (30) days after receipt thereof. Any amounts not paid when due shall accrue interest at the maximum rate permitted by law. Any action taken by the Seller hereunder shall be seen as for the benefit of the Seller only and is not being conducted to protect or preserve the City's or any third party's interest.
- b. If at any time within twenty (20) years from the Closing Date ("**Restriction Period**"), City uses the Property or permits it to be used for any purpose other than the Permitted Use, conducts a Permitted Transfer, removes the Facilities permanently, willfully denies or willfully interferes with Seller's right to use the Facilities through no fault of Seller, fails to maintain the Property in reasonably clean and operational condition (or reimburse Seller under Section (a) above), or otherwise defaults under this Exhibit, and such failure continues for a period of thirty (30) days after written notice thereof, Seller shall have the right to purchase the Property from City for SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), less any amounts due to Seller under Section (a) and adjusted for inflation in an amount based on increase in Consumer Price Index.

**5. Restrictive Covenant.** The parties shall memorialize the rights under the Exhibit by addition of such terms in the deed from Seller to City (or by separate restrictive covenant) at Closing, which shall be a covenant running with the land and shall be binding upon City and all successors and assigns (including any subsequent municipal entity, private purchaser, or other transferee), enforceable by Seller and Seller's successors and assigns to be recorded in the Official Records of Lake County, Florida. In either case (deed or separate document) it shall be referenced prominently in bold text. Seller shall have an easement over the Property for use of the Facilities and enforcement of its rights hereunder.

**6. Closing Costs.** The City shall pay all fees and costs associated with the transfer of the Property, but shall not pay for Seller's attorney fees, if any. For the sake of clarity, it is intended that the City shall assume all costs regarding the transfer, the drafting of documents necessary to effect the transfer, recording costs, but not any optional or discretionary costs of Seller, such as Seller's attorney fees.

OB

# Map of Description

Description Original Property:

The North 134 feet of the West 33 feet of Lot 19, Block 81, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AKN 1614716  
 MONTROSE STREET MARKET  
 793 W. MONTROSE STREET  
 CLERMONT, FL 34711

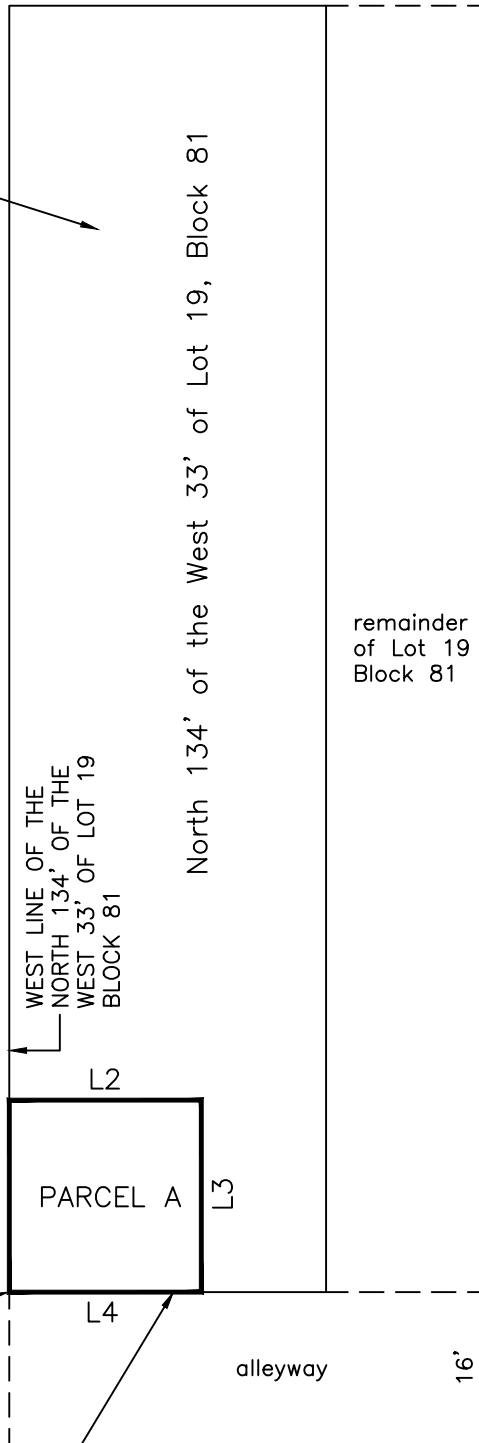
**DESCRIPTION—PARCEL A:**

BEGIN AT THE SOUTHWEST CORNER OF THE NORTH 134.00 FEET OF THE WEST 33.00 FEET OF LOT 19, BLOCK 81, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N 00°00'00" W ALONG THE WEST LINE OF SAID NORTH 134.00 FEET OF THE WEST 33.00 FEET OF LOT 19 FOR A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID WEST LINE RUN N 90°00'00" E FOR A DISTANCE OF 20.00 FEET; THENCE RUN S 00°00'00" W FOR A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID NORTH 134.00 FEET OF THE WEST 33.00 FEET OF LOT 19; THENCE RUN N 90°00'00" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

Montrose Street



Scale = 1"=20'



POINT OF BEGINNING  
 SW CORNER OF THE  
 NORTH 134' OF THE  
 WEST 33' OF LOT 19  
 BLOCK 81

LINE	BEARING	DISTANCE
L1	N 00°00'00" E	20.00'
L2	N 90°00'00" E	20.00'
L3	S 00°00'00" W	20.00'
L4	N 90°00'00" W	20.00'

SOUTH LINE OF THE  
 NORTH 134' OF THE  
 WEST 33' OF LOT 19  
 BLOCK 81

Prepared for: 25020.001  
 City of Clermont

**Rhoden Land Surveying, Inc.**  
 LB #6980  
 420 E. Minnehaha Ave.  
 Clermont, FL 34711  
 352-394-6255

DESCRIPTION-PARCEL A:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTH 134.00 FEET OF THE WEST 33.00 FEET OF LOT 19, BLOCK 81, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N 00°00'00" W ALONG THE WEST LINE OF SAID NORTH 134.00 FEET OF THE WEST 33.00 FEET OF LOT 19 FOR A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID WEST LINE RUN N 90°00'00" E FOR A DISTANCE OF 20.00 FEET; THENCE RUN S 00°00'00" W FOR A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID NORTH 134.00 FEET OF THE WEST 33.00 FEET OF LOT 19; THENCE RUN N 90°00'00" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.



# AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, May 26, 2026		
<b>Agenda Item Name</b>		
Ordinance No. 2026-023 <i>Introduction</i>		
<b>Requested Action</b>		
<b>Staff Report</b>		
The City of Clermont's population is now recognized to exceed 50,000. As a result, pursuant to §162.09(2)(d), Fla. Stat., the City may increase its maximum fine amounts for code violations. In order to increase the deterrent effect of the code's prohibitions, the City Attorney and staff recommend giving the code enforcement board the additional leverage and power to levy fines up to \$1,000 per day based on the statute, among other things.		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
Fiscal impact is dependent on the amount of activity for each fine.		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1.	2026-023 Ordinance re Code Fines	2026-023 Ordinance re Code Fines.pdf

**CITY OF CLERMONT  
ORDINANCE NO. 2026-023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 OF THE CLERMONT CITY CODE TO CREATE SECTION 1-101, PROVIDING FOR ADMINISTRATIVE FINES, COSTS OF REPAIR, COSTS OF ENFORCEMENT, AND LIENS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Clermont, Florida is a duly constituted Florida municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, it is well-recognized that the population of Clermont has at least doubled in the past 20 years; and

**WHEREAS**, according to United States Census Bureau, the population of the City of Clermont surpassed 50,000 in early 2024;

**WHEREAS**, the number and variety of problems created by growth for enforcement of the City's codes have presented new challenges to the public which the City Council desires to address by adding deterrence and new provisions to the City Code;

**WHEREAS**, among those measures the City desires taking advantage of the increased fines made possible pursuant to Chapter 162, Fla. Stat., for violators of the City Code, and also to have violators pay for the costs imposed on the City for investigation and enforcement of the code; and

**WHEREAS**, the City Council finds that it is in the public interest to pass an ordinance adding certain provisions to protect the health, safety, and welfare of the residents of Clermont.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Clermont that Chapter 1 of the City Code shall be amended to incorporate a new Section 1-101, consisting of the provisions set forth in Section 2 of this Ordinance.

**SECTION 1: RECITALS.**

The whereas clauses are incorporated herein as true and correct and as the findings of the City Council.

**SECTION 2: NEW PROVISIONS.**

The following provisions are hereby created in the Code:

**Sec. 1-101. Administrative fines; costs of repair; costs of enforcement; liens.**

- (a) If a violation is corrected before a hearing, the violator shall pay the enforcement costs incurred by the city. The amount of such costs shall be set by the city council by resolution. The code enforcement division of the department designated by the city manager shall prepare an order specifying the enforcement costs incurred by the city in the enforcement of its codes, and shall serve a copy of the order upon the violator.
- (b) The code enforcement board, upon notification by the code enforcement officer that an order of the code enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section. If a fine is imposed, it shall be assessed for each day the violation continues past the date set by the code enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code enforcement officer. For the purposes of this section, the code enforcement board shall determine the per diem rate of the fine, and the same rate shall be assessed for each day the violation continues past the date set by the code enforcement board.
- (c) If the code enforcement board finds that the violation or the condition causing the violation presents a serious threat to the public health, safety, or welfare or if the violation is irreparable or irreversible in nature, the city may secure, repair or demolish the property or take any other action necessary to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs shall not create a continuing obligation on the part of the city to make further repairs or to maintain the property. The city's costs of performing the repairs or undertaking any other necessary corrective action may be assessed against the property in like manner as described in Section 1-146(b) through (e) of the City Code.
- (d) If a finding of a violation or a repeat violation has been made pursuant to this section, a separate hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in this section.
- (e) A fine imposed pursuant to this section shall not exceed \$1,000.00 per day for a first violation and shall not exceed \$5,000.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to paragraph (c) of this section. However, if the code enforcement board finds the violation to be irreparable or irreversible in nature, he or she may impose a fine not to exceed \$15,000.00 per violation.
- (f) In determining the amount of the fine in situations other than those described in paragraph (a) of this section, the code enforcement board may consider the following factors, among others:
  - (1) The gravity of the violation;
  - (2) Any actions taken by the violator to correct the violation;
  - (3) The amount of time the violation has continued to exist; and

- (4) Any previous violations committed by the violator.
- (g) An order imposing a fine pursuant to this section shall contain the following information:
- (1) Findings of fact;
  - (2) Conclusions of law;
  - (3) Amount of the administrative fine;
  - (4) Amount of administrative enforcement costs; and
  - (5) Date by which the violation shall be corrected in order to prevent the continued assessment of fines and costs.
- (h) In any case where the violator is found to be legally responsible for a violation of any city code provision, the prescribed time for compliance contained in the notice of violation shall be presumed to have been a reasonable period of time. If the violator is able to establish at the hearing by clear and convincing evidence that such time was not reasonable, the special master may determine the reasonable date for compliance.
- (i) In any case where the violator is found to be legally responsible for a violation of any city code provision, the code enforcement board shall assess against the violator all costs incurred by the city in enforcing its codes in the particular case and all costs of repairs pursuant to paragraph (c) of this section. All such costs shall be included in the lien authorized by F.S. § 162.09(3), as amended from time to time. A certified copy of an order imposing a fine, or a fine plus repair costs, shall be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first.
- (j) A lien arising from a fine imposed pursuant to this section runs in favor of the city council, and the city council may execute a satisfaction or release of lien entered pursuant to this section, except that the city council authorizes and delegates to the city manager discretion to satisfy or release a lien, or to reduce the amount of a lien, for any such lien amount under \$15,000.00. Such action must be reported by the city manager to the city council no later than thirty (30) days after it is taken.
- (k) After three months from the filing of any such lien which remains unpaid, the city attorney may sue to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. However, no lien created pursuant to this section may be foreclosed on real property which is a homestead under § 4, Art. X of the Florida Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under § 4(a), Art. X of the Florida Constitution.

- (l) The duration of any lien arising under this chapter shall be for the maximum period of time as provided pursuant to F.S. § 162.10, as amended from time to time.

**SECTION 3: REPEAL OF CONFLICTING ORDINANCES.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4: SEVERABILITY.**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

**SECTION 5: CODIFICATION.**

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

**SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR.**

Sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 7: PUBLICATION AND EFFECTIVE DATE.**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Florida on this 9th day of June 2026.

**CITY OF CLERMONT**

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Tim Murry, Mayor

**ATTEST:**

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Tracy Ackroyd Howe, MMC  
City Clerk

**Approved as to form and legality:**

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Christian W. Waugh, City Attorney