CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, July 28, 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

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 June 16, 2026, Council Workshop, June 23, 2026, Council Meeting and July 7, 2026, Council Budget Workshop minutes.
Item No. 2 - Surplus Request	Consider approving and declaring the end-of-life inventory as surplus from the departments of Fire, Human Resources, Information Technology, Police, and Parks and Recreation and providing disposal per the Procurement Policy.
Item No. 3 - Bishop Field Special Technical Advisory Committee	Consider appointing 7 members to the Bishop Field Special Technical Advisory Committee based on applications received.
Item No. 4 - Request for Proposal Award *Crossing Guard Services*	Consider RFP award and execute a Term Contract with All City Management Services, Inc. to provide Crossing Guard Services for the Police Department.
Item No. 5 - Piggyback Purchase *Fire Utility Vehicle and Tractor*	Consider approval under the Florida Sheriffs Association Contract No. FSA23-EQU21.1 with Crystal Tractor & Equipment to purchase one Kubota Tractor and one Kubota Utility Vehicle in the total amount of $74,109.

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Item No. 6 - Piggyback Term Contract *Heavy Truck Mechanical and Electrical Repair Services*	Consider approval to piggyback the Orange County Public Schools Term Contract No. ITB25105 with Cumberland International Trucks of Florida, LLC to provide heavy truck mechanical and electrical repair services.
Item No. 7 - Piggyback Purchase *Police Vehicles*	Consider purchase approval under the Florida Sheriffs Asso. Contract No. FSA25-VEL33.0 with Garber Ford, Inc. and under the State of Florida Contract No. 25-10000-26-STC with HHWP Inc. DBA Holler Hyundai, to purchase eight police vehicles in the total budgeted amount of $310,879.44.
Item No. 8 - Term Contract Award *Sidewalk, Driveway, and Concrete Improvements*	Consider awarding Term Contracts to Aldi Homes Group Inc., All Terrain Tractor Service Inc., APEC LLC, BSLN-US-8 Construction Services LLC, Derelle Inc., Excavators of Central Florida, High Standard Construction Inc., PSG Concrete & Excavation LLC, Stage Door II LLC, and Structway Construction, Inc. for continuing services.
Item No. 9 - Resolution No. 2026-027R	Consider approval of the Resolution to support the acquisition and permanent conservation of property within the Ferdnale Special Area under the County's Park Acquisition Fund.

UNFINISHED BUSINESS

Item No. 10 - Resolution No. 2025-043R *Residential Utility Rate Reduction*	Staff is requesting this item be tabled to September 22, 2026.
Item No. 11 - Ordinance No. 2026-024 *Final* *Stormwater Management*	Consider adopting an amendment of the Code of Ordinances, Chapter 18, to include definitions and prohibitions relating to illicit discharges and connections.
Item No. 12 - Ordinance No. 2026-028 *Final* *Duke Energy*	Consider the adoption of the Duke Energy Franchise Agreement.

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NEW BUSINESS

Item No. 13 - Fiscal Year 2027 Proposed Ad Valorem Millage Rate	Consider approving a proposed maximum Ad Valorem millage rate advertisement for Fiscal Year 2027 at a rate not to exceed 4.2900.
Item No. 14 - Resolution No. 2026-024R	Consider establishing a Downtown Parking Garage Special Technical Advisory Committee.
Item No. 15 - Downtown Parking Garage Special Technical Advisory Committee	Consider appointing 7 members to the Downtown Parking Garage Special Technical Advisory Committee based on the applications received.
Item No. 16 - Council Member Request	Discuss Resolution No. 2024-040R, Rules of Conduct.
Item No. 17 - Resolution No. 2026-021R *CityVet CUP*	Consider a Conditional Use Permit to allow for a veterinary clinic to operate within a Planned Unit Development.
Item No. 18 - Citizen Request	Charlene Forth made a request to address Council regarding the downtown R-3 residential district.
Item No. 19 - Ordinance No. 2026-027 *Intro Community Development District*	Consider an ordinance to establish a Community Development District for the Sanctuary at Wellness Ridge Subdivision.
Item No. 20 - Ordinance No. 2026-026 *Intro Amend LDC Noticing Requirements*	Consider a Land Development Code ordinance amendment to increase notifications for public hearings from 150 feet to 450 feet.

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.

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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. 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.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 16, 2026

CALL TO ORDER

The City Council met in a workshop session on Tuesday, June 16, 2026, in the Clermont City Center. Mayor Murry called the workshop to order at 3:00 pm with the following Council Members present: Council Members Strange, Bain, Myers and Petersen.

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

City manager Van Wagner provided the invocation.

AGENDA ITEMS

Item No. 1 – ABA Ethos

Shane Fernandez, President and Chairman of the American Bicycle Association provided an overview of their Visioning and Activation Plan, highlighting Clermont's opportunity to leverage its strengths in sports, recreation, trails, and quality of life to support future growth and economic development. He noted that the growth of athletes, events, and visitors is outpacing existing infrastructure and emphasized the need for intentional planning around sports tourism, parks, mobility, and connectivity while maximizing assets such as the National Training Center, parks, trails, and waterfront areas.

The presentation also included an analysis of Hancock Road and school connectivity, focusing on improving safety and access for vehicles, cyclists, and pedestrians. He identified opportunities to enhance trail connections, activate waterfront and recreation areas, expand amenities, and create mixed-use destinations through strategic investments and partnerships to strengthen Clermont's identity as a destination for sports, wellness, and community experiences.

Mr. Fernandez provided a draft copy of the Visioning and Activation Plan, noting that it was approximately 99 percent complete and that he would incorporate any final comments before providing the completed version to Council.

Mayor Murry opened public comments.

Michael Jocson, Clermont Business Owner- shared his support for expanding public access to athletic facilities, specifically proposing a community Olympic-size track to provide residents of all backgrounds the opportunity to train, improve health, and promote a healthier, more connected community.

Council Member Strange asked if track was the most impactful sport, and he responded that while it may not be the most impactful, it is one of the most accessible sports, providing a safe and free opportunity for residents and athletes to train and engage in the community.

Aaron Blevins, resident– expressed strong support for expanding recreational and public facilities in Clermont, especially an indoor athletic and fieldhouse-style complex, emphasizing that future development should primarily serve local residents despite regional growth and tourism appeal.

Anna Sinclair, 575 W. Minneola Avenue– thanked staff and council for the presentation, expressed interest in accessing the full report, and strongly supported expanding greenways and safe routes to school due to the benefits of children walking or biking to school for health and learning outcomes.

Valerie Schuett, 931 W. Montrose Street - supported the Arts and Recreation Center mixed-use development, middle mile, waterfront activation, and greenway expansion, noting their potential to enhance quality of life, economic development, and creative planning for Clermont's growth.

Brian Davis, Hancock Road – emphasized the need to improve and expand safe, connected bicycle and trail infrastructure in Clermont, including protected bike lanes and better-designed crossings, to increase accessibility to key destinations and support the city's growing recreational and business areas.

David Santiago, Clermont Business owner – spoke about safety concerns regarding e-bikes and trails.

Herman VanDenBogaert, South Lake Little League – requested faster maintenance and improvements to Little League baseball fields, noted safety concerns from field conditions, and expressed willingness to partner financially with the city to help upgrade facilities and prevent player injuries.

Josh Castleman, resident – proposed creating a designated cycling training route from Waterfront Park along roads such as Hancock to support safer long-distance training for cyclists and triathletes and reduce conflicts with motorists.

Bennett Curel, Clermont resident – supported the idea of a dedicated cycling training loop, emphasizing the need for safe, connected routes that can accommodate high-speed endurance training while separating recreational riders from faster athletes to improve safety for all users.

Adam Narvaez, President of the Clermont Girls Fastpitch Softball league – discussed field maintenance challenges and contract limitations affecting park upkeep, concerns about scheduling and league eligibility requirements, willingness to assist with maintenance within liability constraints, and potential financial impacts from changes such as concessions affecting league revenue and participant access.

Parks and Recreation Director Forman explained that the maintenance challenges were not budgetary but logistical due to the timing of The Spring Games and other scheduled activities. He also shared that the concession vendor evaluation process had not yet been completed, but the intent was to bring an option forward to Council that considers the revenue generated by the league.

Mayor Murry closed public comments.

Council discussed the need for additional parks, recreational fields, and amenities due to growth, including the potential use of synthetic turf to increase year-round field availability and reduce closures.

Discussion also included the need for additional land acquisition, updated planning materials, and improvements such as parking and restroom facilities at recreational areas. Council addressed trail connectivity, walkability, and the growing use of different mobility options, including bicycles, e-bikes, and golf carts, with a focus on safety, education, and managing shared spaces. The group also discussed seasonal usage trends, the impact of weather and shade on activity levels, and the importance of better understanding the economic impact of recreational and endurance sports in the community.

Council discussed the next steps for the Parks and Recreation assessment, including how the information should be incorporated into the Comprehensive Plan and whether it should become a separate Parks Master Plan or serve as a supporting reference document. Staff noted that additional discussion is needed regarding the final format, but the plan is expected to help guide future projects, capital improvements, and budget decisions. Council emphasized the importance of ensuring the work moves forward and does not become a report that is not implemented, requesting timelines, priorities, and recommendations for items that could be addressed in the upcoming fiscal year. The City Manager suggested considering a continued consulting agreement with American Bicycle Association to maintain momentum, provide ongoing guidance, and ensure the recommendations continue to be evaluated and implemented. Discussion also included continuing the trail planning process, incorporating community feedback, identifying short-term and long-term initiatives, moving forward with field improvements, and exploring partnerships or funding opportunities with local sports organizations for maintenance and improvements.

Council Member Myers left the meeting at 5:15pm.

Mayor Murry recessed the workshop at 5:17pm.

Mayor Murry reconvened the workshop at 5:30pm.

Item No. 2 – Bishop Field

Gary Kranston, Bentley Group, provided an update on the conceptual planning for improvements to Bishop Field. He explained that the project began as a potential renovation of the existing field facilities; however, after community feedback and additional discussions, the vision expanded to consider enhanced features and long-term improvements. The revised concept incorporated feedback received from the previous presentation, including larger dugouts, relocating restrooms closer to the seating area, improving the architectural appearance of the structures, adding space for a playground, and identifying areas for food trucks and potential sponsorship opportunities.

Mr. Kranston noted that the current concepts focused on determining how improvements could fit within the existing site constraints, including addressing the location of the current bleachers, which extend beyond the property line. The team is preparing a construction budget that will outline base renovation costs along with additional options, such as a scoreboard, sponsorship features, and other enhancements. Artificial turf was discussed as a potential improvement, but it was identified as a significant additional cost. The next step will be developing a more detailed conceptual design based on the city's desired improvements and available budget.

Council discussed the future vision for Bishop Field, including whether to preserve or replace existing structures due to safety, age, and accessibility considerations. Discussion focused on maintaining the historic character of the facility while addressing needed improvements, including the playing surface, with the consultant noting that the desired scope and vision for the project will determine future design options and costs.

David Santiago, owner of Double Play in Clermont, spoke in support of revitalizing Bishop Field, describing it as a "forgotten gem" with significant potential. He shared his experience using the field for baseball and youth training programs and emphasized the benefits of converting the field to turf, noting improved playability during weather events and the opportunity to host larger events. He said that upgraded facilities could allow Clermont to attract collegiate summer baseball teams and other baseball opportunities, bringing additional visitors and activity to the area.

Jorge Vazquez, head coach at Real Life, spoke in support of revitalizing Bishop Field, sharing that it has been their home field for the past five years but is currently difficult to use due to field conditions. He emphasized that improving the playing surface should be the first priority, noting that turfing the infield could be a more cost-effective option. He also expressed support for preserving the existing historic structure if possible and highlighted the potential for the facility to support high school programs, collegiate summer teams, and community use. Additional needs discussed included maintaining the clubhouse, improving storage, and involving teams in field maintenance.

Potential grant opportunities and partnerships were also discussed as possible funding sources to help support future improvements and enhance the facility.

Bennett Curel, Clermont resident - represented neighbors behind Bishop Field, expressed support for renovating the park but raised concerns about potential impacts on surrounding homes, including increased traffic, cut-through activity, parking changes, property values, and safety issues such as foul balls and lighting.

Council acknowledged these concerns, noting past issues with stray balls and outdated or inefficient field lighting, and discussed the need for better safeguards and improved light management.

Parks and Recreation Director Forman advised that field lights are controlled through a system that can be adjusted or shut off when not in use and provided a contact option for reporting lighting concerns.

Valerie Schuett, 931 W. Montrose Street – spoke about Bishop Field as a key entrance to historic downtown and a valuable historic asset that should be enhanced rather than replaced. She noted that restoration may be complex and not always cheaper but could open additional grant opportunities if approached as both a community and historic redevelopment project.

Discussion focused on safety and facility improvements for Bishop Field, with emphasis on reducing foul ball risks through netting and adding batting cages to improve practice conditions and player safety. Mr. Vaquez, Real Life head coach, noted the current field limitations, including unsafe ball retrieval across East Avenue and inadequate protective netting, and suggested expanding training infrastructure such as cages, bullpens, and potential technology upgrades like hit-tracking systems. Additional ideas included improving field amenities for tournaments and collegiate use, such as family viewing areas, food truck space, and enhanced spectator facilities. The discussion also referenced potential layout adjustments to accommodate these upgrades while improving safety, functionality, and overall usability of the park.

Joseph Mercado, a Double Play coach and former minor league player, emphasized the need to upgrade Bishop Field to meet competitive playing standards, citing current issues with field conditions that have limited tryouts and higher-level use. He supported improvements such as better maintenance, batting cages, bullpen adjustments, and reconfigured spaces for players and families to better accommodate tournaments and collegiate-level play.

Discussion focused on establishing a clear long-term vision for Bishop Field, with repeated themes around whether it should remain a community-based recreational baseball facility or be elevated into a higher-level competitive or showcase venue. Council discussed potential improvements such as upgraded dugouts, batting cages, netting, restrooms, safety enhancements, and possible field reconfiguration, while also noting ADA considerations and the financial and operational impact of such upgrades.

Conversation centered on whether the city should consider a management agreement or outsourced operational model, similar to other public facilities, where a specialized group could help maintain and program the field while still preserving public access. While some supported this approach for its expertise and efficiency, others emphasized the importance of maintaining city control, ensuring equitable community use, and clearly defining contractual boundaries.

Overall, there was agreement that Bishop Field has a strong historic role as a community baseball site used across youth, high school, and higher levels of play. While there is interest in both preserving that history and exploring upgrades that could bring more economic and regional impact, the main takeaway was that clearer direction is needed before moving forward with design or operational decisions.

Council agreed to move forward with creating a focused ad hoc committee for Bishop Field made up of people with relevant experience in youth, high school, college, and professional baseball along with community stakeholders. The idea is for the committee to dig into the options, help refine the concepts that were discussed, and bring back clear recommendations to Council rather than trying to solve all the design and programming details at the Council level.

Direction was given to staff to bring back an agenda item to formally establish the committee, including how it will be structured and how members will be selected. Staff were also asked to start the process of advertising and accept applications so appointments can be made at a future meeting. Council noted the desire to move forward quickly through upcoming agendas while still following the proper legal and procedural steps.

Item No. 3 - Other

Council discussed the two items that were tabled from the June 9 Council meeting, the proposed downtown stage and the Lake Felter turf project. On the stage, Parks and Recreation Director Forman provided updated cost information for rentals and production needs, noting ongoing annual expenses for setup and event support. Council discussed potential uses for downtown programming and event activation, but concerns were raised about safety, staging conditions, and possible conflicts with future downtown redevelopment and parking garage plans. Council expressed hesitation about moving forward with the stage at this time and ultimately agreed to table or pause the project until broader downtown decisions are made.

Council showed support for moving forward with the Lake Felter turf project as a priority investment, with discussion noting high annual maintenance costs of natural fields versus upfront turf installation costs, along with potential long-term savings and increased year-round field availability. Direction was given to move the turf item forward on the next agenda for action, while the stage project will be delayed pending future review and coordination with other downtown planning efforts.

ADJOURN: With no further comments, this workshop adjourned at 7:01 pm.

APPROVED:

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 23, 2026

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 23, 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

Father Mark Wajada of Blessed Sacrament Catholic Church gave the invocation, followed by the Pledge of Allegiance.

PRESENTATIONS

Parks and Recreation Director Forman recognized Park Ranger Carlos Quavos for his heroic actions during an incident at Waterfront Park. An 85-year-old woman suffered a serious fall, and Ranger Quavos quickly used an ATV to transport her while supporting her to waiting paramedics, significantly reducing response time. He noted that Carlos' prompt actions may have improved the woman's outcome and recognized both Carlos and his supervisor, Corey, for their dedication and service.

Chris Carmody of Gray Robinson, presented an overview of the 2026 Florida Legislative Session, highlighting the city's successful advocacy efforts, strong relationships with the Lake County legislative delegation, and the overall state budget process. He discussed the Legislature's focus on reducing state spending, funding priorities for infrastructure and public safety, and the city's legislative appropriation request, which is expected to receive favorable consideration. The presentation also provided an update on proposed property tax reform, including potential increases to the homestead exemption, changes to rollback rate calculations, and the anticipated financial and operational impacts on local governments if approved by voters. Additional legislative updates included sovereign immunity, noting that increased liability caps could also significantly impact hospital districts and may influence the Governor's decision on the legislation, as well as updates on nuisance abatement, local government authority, and other bills affecting municipalities. Mr. Carmody concluded by noting that several proposals impacting local governments did not advance during the session.

Council asked questions regarding the timing of federal funding requests through Congressman Webster and were advised that, although many earmark requests have already been submitted, it remains beneficial to work with his office on funding opportunities and grants before he leaves office. Additional discussion focused on the implementation of the proposed property tax reforms, including clarification that the changes would not affect the city's Fiscal Year 2027 budget but could impact future budgets, and that maintaining current millage rates under the revised rollback formula may require a supermajority vote. Questions also addressed the potential effects of proposed sovereign immunity changes, with the presenter explaining they could increase insurance costs for local governments and hospital districts, which may factor into the Governor's decision on the bill. The discussion concluded with clarification that the nuisance abatement legislation strengthens enforcement authority beyond illegal gambling to other nuisance activities, while guidance on the new Diversity, Equity and Inclusion law continues to evolve.

PUBLIC COMMENT

Otis Taylor, 3686 Caladesi - expressed concerns about the condition of the city's bike lanes and the maintenance of the Victory Point area, requesting cleanup to improve safety and appearance.

Paula Hoisington, 564 E. Desoto Street – thanked the Mayor and City Council for partnering on the Juneteenth celebration, shared that the event had a strong turnout, recognized student art contest winners, and encouraged continued youth participation to promote learning, cultural awareness, and community engagement.

John Fox, 811 Crooked Branch Drive – expressed concerns regarding the clear-cutting and development of a nearby property, including potential impacts to wildlife, traffic, and surrounding neighborhoods, and requested information on the development approval process.

Mayor Murry advised that the development was subject to an established review process, and City staff would follow up with the resident to provide additional information.

Kurt Schuh, Clermont resident – thanked City Clerk staff for their work with public records requests and shared information regarding a new TSA Precheck benefit for qualifying disabled veterans.

AGENDA CHANGES

City Manager Van Wagner informed the Council of the following agenda change:

City Manager Van Wagner requested for this item to be tabled for September 22, 2026.

Item No. 14 - Ordinance No. 2026-014, *Amend LDC Final*

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 125, TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF MOBILE FOOD DISPENSING VEHICLES PURSUANT TO SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

> Council Member Bain motioned to table Ordinance No. 2026-014 to September 22, 2026. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

City Manager Van Wagner requested approval for an emergency purchase of two air conditioning units for the second and third floors of City Hall following a recent lightning strike that impacted the existing system. The estimated cost is approximately $300,000, with staff proposing to utilize the city's continuing services contractor, Westbrook, to assist with obtaining pricing and expediting the replacement. City Manager Van Wagner noted that current temperatures on those floors have reached up to 95 degrees, creating an unsuitable working environment, and that temporary repairs are being pursued while the replacement process begins.

Mayor Murry and Council Member Bain supported moving forward with the emergency replacement of the City Hall air conditioning units, citing ongoing system failures, extreme temperatures, and the impact on staff working conditions. City Attorney Waugh confirmed the purchase could proceed under the city's emergency procurement procedures.

Council Member Bain motioned to approve as presented by the City Manager. Seconded by Council Member Myers.

Council Member Strange requested clarification and supporting information regarding the $300,000 emergency air conditioning replacement request, including the cost and timeline for repairing the existing system versus replacement. Assistant Director of Public Servies Maiworm advised that the temporary repair was estimated at approximately $14,000 and could restore cooling by the following day but noted this was the seventh air conditioning/heating-related issue this year due to the age of the system. Discussion followed regarding emergency procurement procedures, with City Attorney Waugh explaining that the city has flexibility to proceed under the emergency process, while Council considered obtaining additional quotes for the long-term replacement to ensure responsible use of taxpayer funds.

The motion passed 4-1 with Council Member Strange opposed.

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 – Council Meeting Minutes	Consider approval of the May 26, 2026, and June 9, 2026, meeting minutes.
Item No. 2 – Board Appointment	Consider appointing Christopher Gonzales to the Code Enforcement Board.
Item No. 3 – Resolution No. 2026-018R *Utility Easement Vacation*	Consider the release of a utility easement located at the Church at South Lake, originally dedicated to the Clermont Towne Centre plat.
Item No. 4 – Resolution No. 2026-019R *Amend FYE 2026*	Consider approval of Fiscal Year 2026 Budget Amendment No. 3.
Item No. 5 – Bid Award and Budget Amendment *Installation of Two Fishing Piers*	Consider award approval to Q-ICE Builders LLC in the amount of $157,200 for the replacement of two fishing piers damaged by Hurricane Milton, and additional $30,000 funding for the addition of an ADA-accessible concrete walkway.
Item No. 6 – Bid Award *Ready Mix Concrete Services*	Consider awarding term contracts to Concrete on Demand, LLC, and BSLN-US-8 Construction Services, LLC for ready-mix concrete services.

Item No. 7 – Bid Award *Public Services Vehicle*	Consider awarding bid to Suncoast Chrysler Jeep, Inc., dba Suncoast Chrysler Jeep Dodge Ram, for the purchase of one (1) Dodge Ram 4500 Chassis Cab with Dump Body Upfit in the total budgeted amount of $84,800.
Item No. 8 – Bid Award *Purchase of a Portable Air Compressor*	Consider awarding Request for Bid No. 26-094 to JAG Tech Enterprises, LLC for the purchase of one (1) portable air compressor in the budgeted amount of $63,692.75.
Item No. 9 – Request For Proposal Award *Police Department Janitorial Services*	Consider RFP award and execute a Term Contract with ESB Light LLC d/b/a PrimeWork General to provide Janitorial Services for the Police Department.
Item No. 10 – Facility Use and License Agreement Addendum *Boys & Girls Club/ Thrive*	Consider approving an agreement addendum allowing a portion of the space to be leased to Thrive Communities, and the Use Agreement for the secluded space designated for their home school program.
Item No. 11 – Easement Agreement *1166 Short Street*	Consider an access agreement with the property owner to provide access to 12th Street via Short Street.

Council Member Strange stated that her Lake County tourism update from the June 9 meeting was missing from the draft minutes.

Council Member Strange requested clarification regarding Item No. 5, the installation of two fishing piers, and confirmed that the budget amendment was related to grant funding received for the project which relates to Item No. 4.

Council Member Strange pulled Consent Agenda Items No. 10 and No. 11.

Assistant Director of Public Servies Maiworm explained that Federal Emergency Management Agency (FEMA) funding originally allocated to replace the two fishing piers was redirected, with FEMA approval, to help fund the 8th Street Pier project. As a result, the City is now funding the replacement of the two fishing piers through the budget amendment.

Council Member Strange pulled Consent Agenda Item No. 5.

City Clerk Howe clarified that the requested update regarding the Tourist Development Council was included in the draft minutes under the third bullet point on page 16.

Council Member Bain motioned to approve Consent Agenda Items 1-4 and 6-9. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

Item No. 5 – Bid Award and Budget Amendment, *Installation of Two Fishing Piers*

Council Member Strange requested clarification regarding the funding for the replacement fishing piers, asking whether the decision to redirect FEMA funding from the hurricane-damaged piers to the 8th Street Pier project had been made by the city and whether the project referenced was the Meet Us in the Middle®/8th Street Pier.

Assistant Director of Public Servies Maiworm clarified that FEMA fully funded the demolition of the old 8th Street Pier, and the FEMA funding originally allocated to rebuild the two waterfront fishing piers was reallocated to the Meet Us in the Middle® project.

Council Member Strange asked whether Council had approved the reallocation of FEMA funding and whether those funds could instead be used for the replacement fishing piers. Assistant Director of Public Servies Maiworm responded that the reallocation had been approved through the FEMA process but would verify whether the funding could be redirected back to the original project.

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

Council Member Bain motioned to approve Consent Agenda Item 5. Seconded by Council Member Myers. The motion passed 4-1 with Council Member Strange opposed.

Item No. 10 – Facility Use and License Agreement Addendum, *Boys & Girls Club/ Thrive*

Council Member Strange requested clarification of the proposed agreement, asking whether it was a new contract or an assignment of an existing agreement and, if new, whether it had been competitively bid. She stated that additional background on the procurement process would help the public better understand how the agreement was being considered without a separate bidding process.

City Attorney Waugh stated that he was not involved in negotiating the agreement and only assisted with drafting the contract based on terms that had already been provided to him.

Parks and Recreation Director Forman explained that Thrive approached the city seeking space to operate a homeschool program at the Arts and Recreation Center. After determining they needed more exclusive space than available through the Boys & Girls Club, staff coordinated with the Boys & Girls Club, who agreed to the arrangement, which reduced their fee and provided an opportunity to recruit students into their after-school program. He confirmed the agreement did not go through a formal bidding process because it originated from a direct request for space.

Council Member Strange asked for clarification on why the agreement did not follow the city's typical bidding process. City Attorney Waugh explained that bidding was not required, as the agreement is a license for use of an existing facility and does not fall under applicable public notice requirements. He noted the item required Council approval due to the property interest involved.

Mayor Murry opened public comment.

Paula Hoisington, 564 E. Desoto Street – requested clarification on the nature of the Thrive homeschool program and how it relates to the Boys & Girls Club program operating at the Arts and Recreation Center.

Mayor Murry clarified that Thrive is a homeschool enrichment/daytime youth program serving primarily older students, not a traditional homeschool program, and will partner with the Boys & Girls Club to utilize available facility space.

Mayor Murry closed public comments.

Council Member Bain stated that the agreement allows Thrive to partner with the Boys & Girls Club to use available Arts & Recreation Center space when not in use. He explained that Thrive will pay for the space, reducing the Boys & Girls Club's fees by approximately $45,000, generating $21,000 in revenue, and providing a net positive financial impact on the City while supporting youth services.

Council Member Strange expressed concerns regarding potential conflicts arising from two separate agreements for the same facility, including shared space and belongings. She questioned whether the arrangement could instead be handled through an amendment with the Boys & Girls Club or a broader process for other organizations to utilize available space. Council discussed that the collaboration benefits both organizations and the city financially, with separate termination provisions in each agreement.

> Council Member Strange motioned to approve Consent Agenda Item 10. Seconded by Council Member Bain. The motion passed 5-0 with all members present voicing aye.

Item No. 11 – Easement Agreement, *1166 Short Street*

Council Member Strange requested clarification regarding the item, stating she felt the request may be unnecessary because Short Street is a public street. She noted the property had previously come before Council multiple times and expressed concerns about supporting the item without additional justification.

City Attorney Waugh explained that the item was brought forward at Council's direction to preserve Mr. Hess's access in the event the city was to vacate the public street in the future. He stated that establishing an easement agreement would protect the access rights even if the street were later vacated.

Council discussed the purpose of the proposed easement and the legal considerations regarding access rights. City Attorney Waugh explained that Florida law generally provides access options for landlocked properties through existing rights or reasonable access to a public road, and the easement was requested to provide additional assurance of continued access if the remaining portion of Short Street were ever vacated. It was clarified that most of Short Street had already been vacated, but the remaining portion provides access to 12th Street, and Mr. Hess requested a permanent easement to protect that access due to future development and potential changes. Discussion included maintenance responsibilities, with staff noting the easement area would be maintained by the property owner, and the possibility of future consideration of converting the area into a private road.

Mayor Murry opened public comments.

Tod Howard, 1986 Brantley Circle – provided clarification that the requested easement is intended to preserve Mr. Hess's access to his driveway and garage in the event the remaining portion of Short Street is vacated in the future, which could otherwise impact his property access.

Mayor Murry closed public comments.

> Council Member Petersen motioned to approve Consent Agenda Item 11. Seconded by Council Member Myers. The motion passed 4-1 with Council Member Strange opposed.

UNFINISHED BUSINESS

Item No. 12 – Task Order Approval, *City Hall Park Stage*

Parks and Recreation Director Forman reminded Council that this item, previously discussed during the workshop, is for the design of the stage project at City Hall.

Mayor Murry opened public comments.

Valerie Schuett, 931 W. Montrose Street – suggested postponing the item, noting that a future discussion could impact this decision.

Mayor Murry closed public comments.

> Council Member Strange motioned to approve Item No. 12. Seconded by Council Member Petersen.

Council Member Bain expressed support for delaying action rather than denying the item, stating that tabling it to a future meeting would allow continued discussion and preserve the opportunity to revisit the project if desired.

> The motion failed 2-3 with Council Member Strange, Council Member Myers and Council Member Petersen opposed.

Item No. 13 – Request for Proposal Award, *Lake Felter Park*

Parks and Recreation Director Forman presented the recommendation to approve the conversion of the existing natural grass athletic field at Lake Felter Park to a high-performance artificial turf system to address maintenance challenges and provide year-round playability. Legacy Sports Surfacing submitted a proposal of $510,000, with an additional recommended organic infill alternate of $98,500, for a total recommended award of $608,500, within the $700,000 budgeted amount.

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

Council raised concerns regarding a foul odor coming from the Lake Felter Park restrooms. Parks and Recreation Director Forman advised this issue was separate from the turf project and would be coordinated with Public Services for further evaluation.

Joyce Skowron, 2354 Caledonian Street – questioned the maintenance costs of the artificial turf system and what maintenance responsibilities or reductions would result compared to the existing natural grass field.

Parks and Recreation Director Forman explained that maintenance costs for an artificial turf multi-purpose field are minimal, primarily involving routine upkeep such as sweeping, compared to the existing grass field, which costs approximately $20,000 to $30,000 annually to maintain and requires periodic resodding that can cost several hundred thousand dollars.

> Council Member Bain motioned to approve Consent Agenda Item 13. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 14 – This item was addressed earlier in the meeting.

Mayor Murry recessed the meeting at 5:05pm.

Mayor Murry reconvened the meeting at 5:16pm.

Item No. 15 – Application for COPCN, *Fire Dept. ALS*

Fire Chief Ezell presented a proposal for the city to apply for a Certificate of Public Convenience and Necessity (COPCN) with Lake County as the first step toward potentially establishing a city operated Emergency Medical Services (EMS) transport system. The presentation outlined current response time challenges, the need for additional ambulance infrastructure, a phased approach beginning with two ambulances, estimated costs and funding sources, and emphasized that obtaining a COPCN would preserve the city's future option to provide transport services without committing the city to implementation or expenditures.

Mayor Murry opened public comments.

Kurt Schuh, Clermont Resident – questioned whether previous discussions with Lake County regarding EMS transport had already resulted in a denial and sought clarification on the status of those conversations.

Discussion clarified that the COPCN application is the next step in the process, and if Lake County denies the request, there may be options to challenge the decision, but it could involve a more complex legal process.

Mayor Murry closed public comments.

Council discussed the potential EMS transport program, noting that the current request is only to apply for a COPCN and does not commit the city to creating the service. Discussion focused on the projected startup and ongoing costs, potential savings from reduced fire apparatus usage, the role of Municipal Service Taxing Unit (MSTU) funding, and concerns about timing, including the COPCN approval process and existing agreements with Lake County. Fire Chief Ezell explained that obtaining the COPCN is the first step in preserving the city's ability to provide transport services in the future, with further decisions requiring Council approval. Council requested a copy of the application and additional information regarding the MSTU agreement and termination timelines.

> Council Member Petersen motioned to approve Item No. 15, application for the COPCN. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 16 – Variance Request, *4741 Collina Terrace*

Development Services Planner Day presented the variance request. The applicant, Kemp Signs & Service Inc., is requesting a variance to the Land Development Code to install a ground sign on a property that is

currently undergoing site review. The subject property is located at 4741 Collina Ter., within Pod H of the Plaza Collina Planned Unit Development.

Land Development Code (LDC) Section 117-15, limits ground signs for single-occupancy commercial sites to a maximum height of ten feet. The applicant is requesting a variance to exceed the maximum height for an overall height of fifteen feet, measured from finished grade to the top of the sign.

The applicant indicated that the existing topography on the site limits sign visibility at the proposed location. The subject property also has an existing ten-foot-wide utility easement along the southern property line that restricts where a ground sign can be placed. These site constraints prevent the sign being located closer to the property line and required it to be setback further than the minimum setback.

The applicant submitted a grading plan showing a five-foot change in elevation from State Road 50 to the proposed sign location. The photos provided show that the proposed sign would not exceed the established line of sight created by the existing signs within the Planned Unit Development, due to the lower grade at the proposed sign location. The sign will meet all applicable LDC requirements, including landscaping, which may further limit visibility of the sign without the variance. The request appears to meet the minimum allowed to make reasonable use of the site due to existing site constraints not caused by the applicant.

Under LDC Section 101-246, a variance may only be granted with a positive finding on all review criteria. Staff find the application provided substantial evidence meeting all five of the required criteria. Therefore, staff recommends approval of the variance request.

A representative from Kemp Signs & Service was present and explained that the requested sign variance is due to the required setback and underground utilities. The proposed sign is located farther back from the property line than a previously approved sign variance and, because the grade drops approximately five feet, the requested additional height would bring the sign to the same effective height as if it were placed at the property line.

Mayor Murry opened public comments. There were none. Mayor Murry closed public comments.

Council discussed the proposed sign height adjustment and clarified that the request is intended to align the sign with other nearby signs due to the site's topography. Mayor Murry noted that similar variances have been approved for other properties in the area to address elevation differences and maintain a consistent line of sight.

> Council Member Petersen motioned to approve Item No. 16, variance for sign height. Seconded by Council Member Myers. The motion passed 4-1 with Council Member Strange opposed.

Item No. 17 – Variance Request, *Perimeter Park III*

Development Services Planner Gonzalez presented the variance request. The applicant is requesting a variance to allow a retaining wall height exceeding the six-foot maximum permitted under Land Development Code Section 125 521(c)(2). The subject property, located on Ray Goodgame Parkway, was annexed into the City on March 10, 2026, with an Industrial future land use designation and Planned Unit Development (PUD) zoning to allow M 1 industrial uses. The PUD approval provides flexibility in site design while establishing specific conditions for project development. The conceptual plan included

approximately 185,000 square feet of industrial/warehouse space across three buildings. Waivers were granted for cut and fill, and a special condition was imposed requiring a 100 foot right of way dedication for the planned extension of Hooks Street due to physical site constraints caused by a depression area,

During the initial site review, the applicant did not anticipate the extent of grading that would be required until detailed site design was underway. The project engineer has since advised that increasing the retaining wall height is necessary to address challenges associated with the site's topography. As a result, the applicant is requesting a variance to allow three retaining walls to exceed the 6-foot maximum height, with a proposed maximum height of up to 20 feet, rather than the limit established under Land Development Code Section 125 521. The tallest portions of the retaining walls are located along the north-west and north-east corners of the property, oriented inward toward the project. Lake County, which will construct the roadway extension, has noted that the proposed retaining wall adjacent to the future Hooks Street extension will require structural design analysis and calculations due to the roadway being elevated above the existing grade.

The requested variance to allow a retaining wall height of up to 20 feet is inconsistent with the character of surrounding properties. The proposed height may be considered excessive and potentially intrusive to adjacent properties. Because the site is currently undeveloped, the project could be designed in a less intensive manner that avoids the need for a single 20-foot wall, including options such as stepped or terraced retaining wall configurations to reduce visual and physical impacts.

Section 101-246 of the Land Development Code requires a positive finding on all the review criteria and findings to grant a variance. Staff have reviewed the application as presented and find the application cannot meet a positive finding on two of the five criteria. Therefore, staff recommends denial of the variance request to the Land Development Code.

Dave Schmitt of Dave Schmitt Engineering, Inc. provided an update on the requested wall variance, noting that the design has been revised multiple times. The developer reduced the building length and shifted the building location, resulting in a reduced wall height of approximately 3–10 feet on the west side and 10–15 feet along the north side. The applicant confirmed the wall will remain inward facing and requested approval of the revised variance.

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

Discussion ensued regarding preserving Clermont's natural hills and topography, with concerns raised about altering the terrain and the importance of adhering to existing code requirements. It was clarified that the project involves filing and stabilizing an existing low area rather than removing hills, and that the proposed wall would provide structural support for the site and future Hook Street improvements.

Council Member Strange motioned to approve Item No. 17.

Development Services Planner Gonzalez requested clarification regarding the requested wall height, confirming that the variance was for the revised 10 to 15-foot height rather than the original 20-foot request.

Council discussed the revised wall height request, noting concerns with exceeding the City's code limits while also considering the need for roadway support and the developer's dedication of right-of-way for the Hook Street extension. Staff clarified that the wall is intended to stabilize and support the site due to existing topographic conditions, not to remove hills, and that the developer had reduced the building footprint to

minimize the wall height. Council discussed whether a reduced height could be structurally feasible but ultimately agreed the item should be considered as presented.

> Seconded by Council Member Petersen. The motion failed 1-4 with Council Member Strange, Council Member Bain, Council Member Myers and Council Member Petersen opposed.

Item No. 18 – Variance Request, *1391 Citrus Tower Blvd.*

Development Services Planner Day presented the variance request. The applicant, Ingrid Cajiao, is requesting a variance to the Land Development Code (LDC) to install a sign on the existing building located at 1391 Citrus Tower Blvd. The subject property is located within the Citrus Tower Commercial Center and is designated with the C-2 General Commercial Zoning District.

LDC Section 117-8 specifically prohibits the installation of roof signs within the city limits. The applicant is requesting a variance to install a roof sign on the upper slope of the hip roof of the existing building.

The applicant indicated that the building's design prevents a wall sign from being installed on the existing façade due to the building lacking a vertical flat wall surface below the roof line. The applicant is claiming a practical hardship due to the code restricting sign placement to areas that are not physically available on the building.

When reviewing prior occupancies on the subject property, staff have found areas on the existing building where wall signs were previously installed. In 2008, First Green Bank installed a wall sign on the west façade of the cupola. In 2019, Ellie Lou's Brews & BBQ installed a wall sign on the west façade under the roofline, between the supporting pillars. Similar wall signs would be supported in these locations under LDC Section 117-15.

Staff's review of the building elevations shows locations for both primary and secondary walls signs. Under LDC Section 117-15, the building may have one primary wall sign on each wall of the building, parallel or perpendicular to a road. This would allow up to three primary wall signs, one each on the north, south, and west side of the building. Additionally, the code permits secondary wall signs on up to two walls, provided they do not exceed fifty percent of the primary sign's square footage.

Staff are unable to support the variance request due to it not being the minimum allowed to make reasonable use of the building. The LDC provides multiple compliant signage options for a single-occupancy commercial site, and previous businesses at the subject property were able to meet the intent of the LDC.

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 three of the five required criteria. Therefore, staff recommend denial of the variance request.

Ms. Alisa appeared on behalf of the applicant. She stated that the original sign application proposed placing the sign in the same location as the former bank's sign, but the request was denied. As a result, the applicant submitted a variance request for a second sign. She added that, if approval were granted to place the sign in the original location, the applicant would be willing to use that location instead.

Council requested clarification regarding the applicant's previous comments. In response, Ms. Alisa explained that the original proposal was submitted as a standard sign permit application, not a variance

request. She stated that the application sought to place the sign in the same location as the former bank's sign but was denied administratively.

The applicant then proposed a different sign location, which required a variance application. She reiterated that, if the original sign location were approved, the applicant would prefer to install the sign there instead.

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

Council discussed the apparent inconsistency between the applicant's original sign permit denial and staff's presentation indicating that the same sign location would have been permissible under the City Code. Development Services Director Henschel clarified that the original proposed location matched the location of the former First Green Bank sign and confirmed that such a sign would be allowed if it met the applicable code requirements. Following the clarification, Council determined that the requested variance was no longer necessary.

Council then discussed the costs incurred by the applicant because of pursuing the unnecessary variance process. Ms. Alisa stated that the applicant had incurred expenses for the variance application, revised drawings, and professional services, and that the process had delayed the project by several months. City Attorney Waugh advised Council to consider the potential precedent of reimbursing applicants and recommended requiring documentation of any reimbursable expenses.

Council reached a consensus to reimburse the applicant for the variance application fee, subject to verification of the costs, and discussed allowing the applicant to return with documentation should additional reimbursement be requested. Staff also noted it would explore whether any additional resolution could be addressed administratively within its authority.

> Council Member Strange motioned to reimburse the applicant for Item No. 18, 1391 Citrus Tower Boulevard all the fees that were paid for the variance that was brought before Council. Seconded by Council Member Bain. The motion passed 5-0 with all members present voicing aye.

Item No. 19 – Resolution No. 2026-005R, *Salt Shack*

Development Services Planner Kruse presented the item. City Council approved Resolution 2026-005R in March 2026 with the addition of a condition for a 15-foot-wide easement for the future construction of a public boardwalk along the north property line. The applicant is unable to comply with this condition regarding public access. The condition came about as a recommendation from Planning and Zoning for staff to work with DPZ on a possible trail connection behind the restaurant. Staff worked with DPZ, who recommended the 15-foot easement dedication. The applicant originally agreed with the condition at the Council hearing. However, the property owner (Lily Pad LLC) is unwilling to grant the easement.

The applicant is asking for a review and waiver of this condition, which is under Section 2: Land Use, Condition 4 within the resolution:

Prior to issuance of any development permit or certificate of occupancy, the applicant shall grant the City a 15-foot-wide easement for the future construction of a public boardwalk. The specific location, alignment, and terms of the easement shall be determined later in coordination and cooperation with the city and applicant.

Staff are seeking direction from Council on the existing easement condition.

The applicant's attorney, Jimmy Crawford, explained that the request was to waive a condition of the previously approved Conditional Use Permit amendment requiring public access through the property. He stated that the condition had been proposed shortly before the Council meeting and was accepted by the applicant at that time; however, the applicant later determined it could not legally comply because it leases, rather than owns, the property. He explained that the lease does not authorize the applicant to provide access to non-customers and that doing so would also create insurance and liability concerns.

Mr. Crawford stated that, after identifying the issue, the applicant worked with City staff and the City Attorney to develop a solution. He requested that Council waive the public access condition, noting that the applicant remains committed to cooperating with the city on future waterfront access and related projects but is unable to comply with the condition as written. He also introduced representatives from Salt Shack, who were available to answer questions.

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

Council discussed the intent of the original condition, the applicant's inability to comply due to lease and ownership limitations, and the legal and practical implications of maintaining the requirement. Council considered whether the waiver should be permanent or limited to a specific timeframe, as well as the potential impact on future waterfront connectivity, the city's ability to pursue an easement directly with the property owner, and the importance of supporting continued investment in the property while preserving future public access opportunities. Staff confirmed that all other Conditional Use Permit conditions, including parking requirements and associated fees, would remain unchanged.

> Council Member Bain motioned to waive 2.4 on Resolution No. 2026-005R. Seconded by Council Member Myers.

Council Member Bain clarified that the waiver of the Conditional Use Permit condition would be permanent rather than for a limited period.

> The motion passed 3-2 with Council Member Strange and Council Member Petersen opposed.

Item No. 20 – Citizen Request

Jayson Stringfellow provided an update on efforts to move forward with a proposed downtown parking garage at the 7th Street and Minneola site, noting that while there are differing opinions regarding design, size, and location, there is general agreement that additional parking is needed to support downtown businesses and visitors. He requested Council direction to move the project forward by accomplishing three goals: obtaining Council consensus to proceed with the project, establishing a design/architectural committee to develop options for the garage's design, artwork, and related elements, and creating a timeline to bring recommendations back to Council for consideration. Mr. Stringfellow emphasized the importance of preserving pedestrian connectivity, accessibility, and public art opportunities while achieving the goal of approximately 300 additional parking spaces. He stated that representatives from Finfrock, a parking garage design-build consultant, were available to answer questions regarding the proposed garage design, construction, and related considerations.

Council discussed that the presentation was intended as a request for discussion rather than formal action and expressed the need for additional review of financing, design options, location, and public input before making decisions. Council acknowledged the need to address downtown parking concerns and supported continuing the conversation through a process that allows for community involvement, further evaluation of options, and future direction.

Tod Howard clarified that they were not requesting a vote on the parking garage but was seeking direction to allow City management to continue moving the project forward. He emphasized the growing downtown parking challenges, the impact on businesses, and the need to address related infrastructure improvements. Mr. Howard provided a preliminary funding approach, including a combination of reserves, Community Redevelopment Agency (CRA) funding, and potential financing options, while noting that additional details would need to be evaluated. He stated that the goal was to establish a path forward, allow staff and a committee to continue evaluating design and funding options, and avoid further delays in addressing downtown parking needs.

Kyle Myers, Vice President of Project Development for Finfrock, introduced the company as a Central Florida design-build firm specializing in parking structures with experience constructing more than 300 garages. He explained that the conceptual garage design presented was developed in response to the city's Request for Proposal (RFP) and was intended only as an initial concept based on the site, topography, and project requirements. Mr. Myers noted that because of the competitive procurement process, the design team was unable to engage with stakeholders beforehand but emphasized that the design could be refined through a public input process. Drawing on a similar project in Ocala, he explained that public feedback led to modifications to the final design and stated that Finfrock was present to answer questions and assist the city as discussions move forward

Mayor Murry opened public comments.

Ana Sinclair, 575 W. Minneola – spoke in opposition of placing a parking garage at the 7th Street location.

Bill Downs, 790 W. Minneola – urged Council to move the downtown parking garage project forward, stating that the lack of parking is limiting downtown business growth and that further delays will only worsen the issue.

Valerie Schuett, 931 W. Montrose Street – spoke in opposition of placing a parking garage at the 7th Street location.

Brendan Curl, 860 2nd Street – spoke in opposition of placing a parking garage at the 7th Street location.

Mr. Sinclair – W. Minneola Avenue – spoke in opposition of placing a parking garage at the 7th Street location.

Mayor Murry closed public comments.

Council discussed the proposed downtown parking garage and agreed that additional parking is needed to

support downtown businesses while emphasizing the importance of a transparent and deliberate public process before making any final decisions.

Discussion included the possibility of issuing a Request for Proposal (RFP) for a public-private partnership to explore parking solutions, as well as the potential formation of a committee to work with stakeholders, the selected consultant, and staff to develop design concepts, public art, landscaping, and other architectural elements before bringing recommendations back to Council. Additional discussion focused on defining project parameters, evaluating financing and location options, encouraging public engagement, and determining appropriate next steps, including workshops, committee recommendations, and a timeline for future Council consideration.

> Council Member Strange moved to have a citizen committee to work with city staff and professionals identified by our Attorney who meet the legal criteria to come up with designs for a garage at the 7th Street property and City Hall and deliver concept plans with estimated budget within 60 days while also simultaneously staff advertising an RFP for public/private partnerships for garage or parking development solutions within boundaries of CRA in downtown Clermont to be delivered at a meeting for Council decision on September 22, 2026.

Council Member Strange summarized her motion as pursuing two parallel approaches to address downtown parking needs. The first approach would be to appoint a committee to work with staff and the City's consultants to develop concept plans and budget estimates for potential municipal parking garage locations at the 7th Street site and City Hall, with recommendations to be presented to Council within 60 days. The second approach would be to solicit proposals from the private sector for public-private partnership parking solutions within the Community Redevelopment Agency (CRA) downtown area, allowing interested parties to propose projects on City-owned or private property, with the results of the solicitation to be presented to Council within 90 days. During the discussion, City Attorney Waugh advised that a Request for Proposals (RFP) might not be the appropriate procurement method because it requires specific deliverables and suggested using an alternative competitive solicitation process, to be determined in coordination with Procurement Director Suarez.

> Council Member Strange amended her motion to update the second part to people we don’t know. Seconded by Council Member Bain.

Council Member Strange clarified the RFP was intended to invite innovative concepts for any suitable city owned property and would not be limited by the committee's work or delay the 60-day timeline. Staff were given discretion to determine the appropriate solicitation mechanism rather than issuing a traditional RFP, recognizing that a formal RFP would require defined project specifications. Council also noted that previous parking garage concepts for City Hall and 7th Street could be used as a starting point for the committee's evaluation.

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

Item No. 21 – Resolution No. 2026-023R, *Parks and Recreation*

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA CREATING A SPECIAL ADVISORY COMMITTEE FOR PARKS AND RECREATION; PROVIDING FOR THE MEMBERSHIP OF THE COMMITTEE; APPOINTMENT BY THE CITY COUNCIL AND DUTIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Deputy City Manager Matthys presented a resolution establishing the Bishop Field Special Technical Advisory Committee, as directed by Council during its previous workshop. He explained that the committee would be created pursuant to the Land Development Code (LDC) as a special technical advisory committee, which differs from standing boards and committees because it provides greater flexibility. He recommended approval of the resolution and requested that Council provide seven to ten potential member names to assist with appointments, as well as any additional direction regarding the committee's scope of work and specific objectives.

Mayor Murry opened public comments.

William Repine, 180 W. Desoto Street – expressed support for improvements to Bishop Field but opposed proposed parking behind nearby homes, citing concerns about noise, food trucks, stormwater runoff, and impacts to adjacent residents.

Jacob Simpson, 193 W. Desoto Street – supported improvements to Bishop Field within its existing footprint, expressed concerns about expanding parking and its impacts on neighboring homes and families, and stated that he had applied to serve on the Bishop Field Special Technical Advisory Committee.

Brendan Curl, 860 2nd Street – expressed concerns about increased noise, trash, stormwater runoff, and pollution entering Crystal Lake while negatively affecting the privacy and quality of life of the surrounding neighborhood.

Chris and Andrea Simmons, 940 2nd Street – supported improvements to Bishop Field while preserving its historic character and existing footprint, but expressed concerns about additional pavement, noise, trash, food trucks, and stormwater runoff impacts on surrounding residents, requesting neighborhood representation on the advisory committee.

Mayor Murry closed public comments.

Discussion ensued about preserving Bishop Field's historic character, maintaining the existing green buffer, and avoiding additional parking, pavement, or uses that would negatively impact the surrounding

neighborhood.

Council Member Strange suggested that committee recommendations consider the preservation of the park's aesthetic, priority use for Clermont residents and youth baseball, potential Major League Baseball grant opportunities, maintaining Bishop Field as a baseball facility rather than a multi-purpose field, and the site's importance as a gateway to downtown. Council discussed committee composition, including residents near the park, former or current professional baseball players with Clermont ties, South Lake Little League representation, and a baseball related local business representative, with consideration given to including residents from Second Street and Desoto Street. Staff was directed to use the existing application process and encourage interested residents to identify Bishop Field Committee service, with preference given to Clermont residents and representation from nearby neighborhoods.

Deputy City Manager Matthys requested clarification regarding the proposed composition of the Bishop Field Special Technical Advisory Committee. Council confirmed the desired membership would include two current or former professional baseball players with Clermont ties, two nearby residents (preferably one from Second Street and one from Desoto Street), one South Lake Little League representative, one Clermont business representative related to baseball, and consideration of adding a high school or collegiate level player or coach as an additional member. Council discussed the importance of having a diverse group with relevant experience while recognizing that overly specific requirements could make it more difficult and time-consuming to fill the committee. Council agreed that staff could seek individuals meeting the desired criteria while maintaining flexibility if all positions could not be filled.

> Council Member Strange motioned for the creation of a Bishop Field Special Technical Advisory Committee comprised of at least seven individuals with backgrounds in professional baseball, South Lake Little League baseball, business owner from Clermont, local residents within 500 ft., and that that committee be focused on bringing back direction and recommendations to council for Major League Baseball grant opportunities with a design standard that preserves the historic value of Clermont with a use that is focused on Clermont residents with an infrastructure consideration to the gateway to the city location on East Avenue and that the use of the field be a baseball field without adding extensive parking or other uses to the site. Seconded by Council Member Bain.

Deputy City Manager Matthys asked whether the motion also included approval of the resolution establishing the committee.

> Council Member Strange added to her motion the approval of the resolution to create the committee. Seconded by Council Member Bain. The motion passed 5-0 with all members present voicing aye.

Mayor Murry requested that City Manager Van Wagner review the parking space configuration near Bishop Field on East Avenue and Broome Street and consider removing the first parking space adjacent to the intersection to improve visibility and safety for vehicles exiting Broome Street.

Mayor Murry commended staff on the re-paving of East Avenue and expressed support for adding bike lanes to improve safety, particularly for children traveling to school.

Assistant Public Services Director Maiworm advised the current striping is temporary, with final markings to be installed after further evaluation of bike lane options and parking configurations.

Item No. 22 – Location of Community Meetings

Council Member Bain spoke regarding the distinction between public meetings and community meetings, specifically referencing the DPZ community meetings. He noted that public meetings are formally noticed by the City Clerk, open to the public, and include notification that Council Members may be present and participate in discussions. He expressed concern that meetings involving Council Members should be structured as publicly noticed meetings when appropriate to ensure transparency, public participation, and compliance with Sunshine Law requirements, rather than informal community meetings that may limit access or create the appearance of noncompliance. He emphasized that future meetings should be held in locations accessible to the public or in private venues that allow public access.

Council Member Petersen highlighted the value of community meetings, including those held in gated communities as part of the DPZ process, to ensure input is received from a broad range of residents. He asked for clarification regarding Council Member participation, and the City Attorney explained that while an individual Council Member may speak, caution is needed to avoid multiple Council Members engaging in discussion that could create Sunshine Law concerns.

Mayor Murry opened public comments.

Valerie Schuett, 931 W. Montrose Street – supported maintaining smaller neighborhood community meetings to encourage resident engagement while ensuring the meetings remain accessible and open to the public.

Otis Taylor, 3686 Caladesi Road– questioned the purpose of the meeting and their inability to attend if it was intended to be a public meeting conducted by the city.

Mayor Murry closed public comments.

Discussion continued regarding the format and accessibility of community meetings, with Council Members expressing differing views on balancing broad public participation with outreach to residents in gated communities. Topics included whether citywide information gathering meetings should be publicly noticed and accessible to all residents, Sunshine Law requirements affecting Council Member participation, the need for clear terminology distinguishing public meetings from community meetings, and the importance of providing opportunities for residents throughout the city to participate while ensuring Council Members can attend and engage appropriately.

Item No. 23 – Ordinance No. 2026-024, *Stormwater Management Intro*

City Clerk Howe read the title aloud.

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES, TO INCLUDE DEFINITIONS AND PROHIBITIONS RELATING TO ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND TO ESTABLISH INSPECTION, MONITORING, AND ENFORCEMENT AUTHORITY RELATING THERETO; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.
>
> Council Member Bain motioned to introduce Ordinance No. 2026-024. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 24 – Ordinance No. 2026-028, *Duke Energy Intro*

> AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, NON-EXCLUSIVE RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF CLERMONT, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Attorney Waugh introduced the proposed ordinance to renew the city's franchise agreement with Duke Energy, explaining that the existing 30-year agreement expires next month. He summarized the negotiated terms, including a new 10-year agreement under which Duke Energy would provide certain right-of-way support at no cost in exchange for the city waiving permit fees for specified right-of-way work.

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

Council Member Strange disclosed that she knows Duke Energy's legal counsel and with City Attorney Waugh's approval, spoke with her regarding the possibility of expanding underground utility infrastructure. She explained that the conversation focused on incorporating provisions into the franchise agreement to address concerns not currently included in the ordinance. Specifically, she requested that, before the second reading, staff and Duke Energy develop a supplemental agreement addressing four key areas: (1) implementing a plan to underground utility lines whenever poles are replaced; (2) prioritizing the replacement or undergrounding of infrastructure in areas experiencing frequent blackouts and brownouts, particularly in the downtown area where aging infrastructure has been identified as a concern; (3) replacing older utility infrastructure with underground facilities whenever feasible during infrastructure upgrades; and (4) coordinating undergrounding efforts with future trail, sidewalk, and other capital improvement projects so that utility lines are buried whenever excavation is already occurring. Council Member Strange

stated she was comfortable proceeding with the first reading, with the expectation that these issues would be addressed and brought back for consideration before the second reading.

Council Member Petersen asked that Duke Energy provide information at a future meeting regarding its solar streetlight leasing program. He noted the program offers a cost-effective option in which Duke maintains and repairs the equipment if needed, has a long-life expectancy, and could help make the city more energy efficient and environmentally friendly.

Katie Christian, Duke Energy's Director of Government Relations, explained that undergrounding is regulated by the Florida Public Service Commission, with Duke's undergrounding plans based on reliability and storm-hardening requirements established at the state level. While the city cannot require Duke to underground utilities through the franchise agreement, she noted Duke has entered memorandums of understanding (MOUs) with other municipalities to coordinate underground efforts, infrastructure upgrades, and reliability improvements, and suggested a similar agreement could be developed with the city. City Attorney Waugh suggested referencing the intent to enter into a separate MOU within the ordinance. The discussion also included the possibility of quarterly coordination meetings, to be included in the MOU rather than the franchise agreement, to coordinate projects and identify opportunities for underground as infrastructure improvements occur. Staff and Duke Energy agreed to work together on the details of the MOU before the second reading.

> Council Member Petersen motioned to introduce Ordinance No. 2026-028 with Council Member Strange's stipulations for an MOU. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Mayor Murry recessed the meeting at 9:15pm.

Mayor Murry reconvened the meeting at 9:21pm.

Item No. 25 – True North Communications Assessment

Lorri Shaban of True North Marketing provided a high-level overview of the communications assessment, explaining that the review included the city's brand identity, website, social media presence, communication materials, competitive benchmarking with comparable cities, and stakeholder interviews. Based on the findings, the consultant recommended implementing a comprehensive communications strategy to improve alignment, consistency, efficiency, and public trust; establishing formal communications policies, procedures, and crisis response processes; investing in communication tools such as social media management software, project management software, business-level AI, and a community survey platform to improve efficiency and public engagement; expanding the city's brand standards into a comprehensive brand guide while continuing to build upon the existing "Choice of Champions" identity through consistent messaging; and creating a dedicated three-person communications team consisting of a Communications and Engagement Director, a Digital Content and Multimedia Manager, and a Community Engagement Coordinator. Overall, the recommendations are intended to strengthen public engagement, improve coordination across departments, enhance the city's brand, and establish a more strategic, proactive approach to communications.

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

Council discussed the recommendations from True North Marketing regarding the creation of a communications department and implementation of a comprehensive communications strategy. Council questioned whether the recommended project management tool could be used citywide to track major projects, timelines, responsibilities, and priorities, and Ms. Shaban confirmed it could be utilized beyond communications. Discussion included staffing needs, budget considerations, and the recommendation to hire a Communications Director first, with additional positions added as funding allows. Deputy City Manager Matthys also recommended retaining True North temporarily to assist with developing policies, procedures, crisis communications protocols, media training, and a strategic communications plan.

Council further discussed the balance between in-house communications staff and outside consultants, the need to streamline social media efforts, and the importance of centralized messaging while allowing departments such as Police, Fire, and Parks & Recreation to maintain appropriate communication roles. Council supported developing an in-house communications team, emphasized the importance of dedicated crisis communications capabilities, and discussed strengthening the city's branding efforts, including more consistent use of the "Choice of Champions" brand. Council expressed general support for moving forward with establishing the Communications Department and utilizing existing staff strengths while adding resources as needed.

> Council Member Strange motioned to direct staff to move forward with a transitional consulting agreement with True North and immediately move for the fulfillment of the positions as described by True North so long as we stay within the current budget and that if we need to exceed that budget that staff come back with specific requests and an explanation for what they need. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Council Member Bain asked whether the approval would require additional action for the positions or if it would authorize them at this time. City Attorney Waugh confirmed the current action would approve the positions.

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

> Council Member Myers motioned to adjourn. Seconded by Council Member Strange. The motion passed 3-2 with Mayor Murry and Council Member Bain opposed.

ADJOURN: With no further comments, this meeting adjourned at 10:08 pm.

APPROVED:

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 7, 2026

CALL TO ORDER

The City Council met in a budget workshop session on Tuesday, July 7, 2026, in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 9:00 am with the following Council Members present: Council Members Strange, Bain, Myers and Petersen.

Other City officials present were City Manager Van Wagner, Deputy City Manager Matthys, and City Clerk Howe.

Mayor Murry provided the invocation.

AGENDA ITEMS

Proposed Fiscal Year 2026-2027 Budget Discussion

City Manager Van Wagner outlined the budget workshop schedule, highlighted the city's financial position with approximately $24 million in reserves, and noted that while the operating budget is balanced, some capital projects would require reserve funding. He also emphasized there are no planned employee layoffs and encouraged Council to provide feedback throughout the budget presentations.

Finance Director Borror presented an overview of the proposed fiscal year budget, including the budget adoption timeline, projected revenues, personnel requests, capital improvements, and key financial highlights. He explained that while the proposed General Fund budget reflects a $6.5 million deficit, the City's structural balance policy reduces the ongoing deficit to approximately $1.5 million after excluding one-time revenues and expenditures, which he described as manageable given strong reserves and conservative revenue projections. He also reviewed the proposed rollback millage rate of 4.36 mills, noting that under new state law any rate above the rollback rate requires a two-thirds vote of the City Council and that each 0.1 mill adjustment changes General Fund revenue by approximately $700,000. The presentation also highlighted continued double-digit taxable value growth, enterprise fund rate adjustments, proposed staffing additions, and major capital projects. Council requested a summary distinguishing fiscal year 2026 rollover projects from new fiscal year 2027 expenditures, including their original funding sources, and Finance Director Borror confirmed that information would be provided.

Finance Director Borror also reviewed the city's unassigned General Fund balance, explaining that after meeting the City's reserve policy, approximately $23.8 million remains available for future Council priorities, with current fiscal year revenues and expenditures projected to finish near balanced. He recommended assigning a portion of those funds for three future priorities, Emergency Medical Services transport, potential downtown land acquisitions, and a parking garage, through a resolution transferring funds from unassigned to assigned fund balance. Council discussed the proposal as a means of improving transparency and communicating intended future uses while preserving flexibility for future Councils to amend the designations if priorities change. Finance Director Borror clarified that the City's 25 percent reserve target is an internal financial policy rather than a legal requirement.

Parks and Recreation

Parks and Recreation Director Forman provided updates on department operations, highlighting continued revenue growth, increased sponsorships, improved financial performance for City events, and major capital projects, including Meet Us in the Middle®, Hancock Park, Bishop Field, and field improvements. He reported that Meet Us in the Middle® remains active with a future engineering update planned, staff continues coordination to preserve the $1 million Live Well grant, and the Victory Point playground project is on hold due to increased cost estimates of $400,000 to $500,000 while outside funding opportunities are explored. Council discussed potential funding strategies for the playground, including allowing Clermont Main Street to oversee bidding and construction while using a portion of the existing $250,000 budget as seed funding to leverage additional support. Council supported a discussion on the City's parks and recreation vision, including neighborhood park priorities, Community Redevelopment Agency (CRA) involvement in downtown projects, and development of a comprehensive five-year parks plan. Council directed staff to schedule a joint CRA workshop for August 11 at 2:00 p.m. and a Parks and Recreation workshop at 5:30 p.m. to engage stakeholders, discuss priorities, and align future investments with a comprehensive plan. Council also discussed a potential closed session on August 18 at 3:00 p.m., pending availability of outside counsel.

Parks and Recreation Director Forman presented the proposed budget highlights, including a conceptual playground rendering demonstrating the potential scope of a $400,000 to $500,000 investment, funding for a parks master plan, event analytics software, Hancock Park Field fence relocation, Palatlakaha Park irrigation design, and ongoing facility maintenance and capital improvements. He also reported that certain vacant positions will remain unfilled until after the November election pending the outcome of the property tax referendum. Council discussed staffing levels, personnel allocations, and requested clearer financial reporting to better distinguish expenses and revenues among parks, recreation, performing arts, and facility operations. Council also discussed the condition of the Palatlakaha Park ballfields and directed staff to pursue potential funding opportunities through the LiveWell Foundation and Lake County, recognizing the regional use of the facilities by South Lake County youth. Additional discussion included continued maintenance needs at the Veterans Memorial stage and Bishop Field projects.

Assistant Director of Public Services Maiworm presented proposed investments to improve community connectivity through sidewalks, trails, and multimodal transportation, including additional funding for neighborhood sidewalk projects and collaboration with a local cycling advocacy group to identify priority improvements. Council supported the initiative, emphasizing safer connections to schools, parks, and neighborhoods, and encouraged staff to pursue grants and partnerships, including exploring the creation of a Community Foundation fund to accept private donations that could leverage additional grant funding for connectivity projects. Council also discussed the potential impact of recent state legislation on special events and was advised that current city events are not expected to be affected, while noting the need to review the organizational structure for parks-related funds and functions before the next budget cycle.

Police Department

Police Chief Graczyk highlighted the department's eighth consecutive reaccreditation, implementation of agency-wide crisis intervention training, deployment of new Axon body cameras with translation capabilities, expansion of e-bike patrols, enhanced community engagement programs, completion of the department's strategic plan, and acquisition of vehicle barrier systems through a state partnership at no cost to taxpayers. Police Captain Corbett also discussed the significant increase in public records requests, noting that the Police Department receives more requests than any other City department and continues to experience year-over-year growth, particularly for body camera footage, creating additional workload for staff. The proposed budget includes two additional police officers, one Community Service Officer to support fraud investigations, a records specialist to address the increase in complex public records requests, and a shared communications coordinator to support the Police, Fire, and Parks and Recreation departments. Chief Graczyk also discussed capital needs, including vehicle replacements, facility improvements, and future public safety infrastructure, with a focus on addressing the aging vehicle fleet, exploring alternative funding sources, and reviewing vehicle replacement criteria based on mileage and use.

Council discussed Police Department policies, public records processes, and the impact of increasing records requests on staff resources. Discussion focused on ensuring department policies align with the City's mission, strategic plan, and budget priorities, with a need to review existing policies and determine any updates needed. Council also discussed the continued increase in public records requests, particularly body camera footage, the time and resources required for review and redaction, and the importance of balancing transparency with responsible use of taxpayer-funded resources. Direction was provided to City Attorney Waugh and Police Chief Graczyk to develop a policy addressing public records requests, while continuing to explore technology solutions, improved processes, and potential policy updates to better manage requests and maintain compliance with state law. Council also requested clarification regarding impact fee revenue differences between Police, Fire, and Parks and Recreation funds.

Mayor Murry recessed the workshop at 11:38am.

Mayor Murry reconvened the workshop at 1:00pm.

Finance Director Borror provided follow-up clarification on topics discussed earlier in the workshop, including impact fee calculations, which differ among Police, Fire, and Parks based on factors such as commercial applicability, square footage, and number of bedrooms. He also noted that future Councils may amend fund balance resolutions as needed and reported that approximately $10,000 in anticipated General Fund revenue has been generated from public records requests this year.

Mayor Murry opened public comment.

Dani Page, Tuscany Ridge – questioned the need for additional positions, the replacement of the armored vehicle, facility expansion, and take-home vehicle use. She suggested exploring cost-effective alternatives and requested additional justification for proposed expenditures. She also supported public records software improvements and proactive release of frequently requested body-worn camera footage to enhance transparency and reduce workload.

Mayor Murry closed public comment.

Police Chief Graczyk stated he would compile information to address the questions raised, including vehicle usage, take-home vehicle policies, and other department requests. It was clarified that replacement vehicle numbers were based on mileage and operational needs, and that take-home vehicles are limited by residency distance requirements and department policy. Discussion included GPS tracking, fuel mileage reporting, and insurance considerations. The Chief also noted that the armored vehicle has been used for several incidents, including a homicide, service calls, and hurricane response, and agreed to provide usage data.

Fire Department

Fire Chief Ezell provided an overview of operations, budget priorities, and future planning, highlighting increased call volumes, continued maintenance of the ISO Class 1 rating, accreditation efforts, staffing updates, recruitment initiatives, department accomplishments, and the proposed addition of an administrative assistant position to support growing operational demands. He reviewed progress on Fire Station 5, planning for Fire Station 6, Fire Station 2 renovations, future Fire Station 3 design services, training facility improvements, Emergency Medical Services (EMS) transport planning, firefighter safety initiatives, technology enhancements, apparatus and equipment replacement needs, and potential workforce development partnerships. Council discussed opportunities for Police coordination at the public safety training facility, replacement options for the fire boat, and the potential renovation of the waterfront Fire/Police facility, including possible shared use with Police and Parks and Recreation. Council also discussed the value of the waterfront location for emergency water rescue operations and alternatives related to dock and facility improvements.

Council discussed the importance of long-term capital planning for fire facilities, including establishing recurring funding for future renovations and evaluating options to reduce reliance on debt financing. Fire Chief Ezell reviewed proposed capital investments, including training and rescue equipment, reserve apparatus outfitting, and a multi-role specialty support apparatus to maintain emergency response capabilities. Council directed staff to provide clearer budget information separating one-time capital expenditures from ongoing operational costs to better communicate the budget impacts to the public. Staff clarified that EMS transport funding included in FY 2027 was previously identified funding and does not represent new General Fund expenditures. Council expressed support for continued EMS and quick response unit planning and directed staff to further evaluate options for improving response times, particularly in growing areas, while providing a cost-effective approach to future service delivery and station planning.

Mayor Murry recessed the workshop at 2:33pm.

Mayor Murry reconvened the workshop at 2:43pm.

Public Services

Assistant Public Works Directors Maiworm and Griffin provided an overview of operations, highlighting completion of the wastewater treatment plant expansion, acquisition of property off Old Highway 50 for alternative water storage through state appropriations, continued road and pier improvements, hurricane resiliency efforts, and a state funded program covering eligible clean sanitation vehicle replacements. They reported that three additional clam trucks will increase hurricane cleanup capacity, reviewed impact fee implementation, and noted pending approval of approximately $15 million in state funding assistance structured as a loan with grant forgiveness. Budget priorities included additional staffing for fleet, sanitation, and utilities, future transfer station planning, and capital needs such as roads, sidewalks, trails, vehicles, and facility repairs. It was clarified that most projects would be supported through enterprise funds or restricted funding sources rather than the General Fund. Council discussed long term capital planning, future water treatment needs for the southern service area, estimated at $30 to $40 million, and the importance of balancing growth, infrastructure investment, and affordable utility rates. Council was advised that the utility rate study will help evaluate funding strategies, including grants, impact fees, rates, and debt financing.

Council discussed the potential development of a city owned transfer station to improve operational reliability, control future costs, and reduce dependence on outside facilities. Staff explained that the concept remains under evaluation, with potential locations, design options, costs, and operational efficiencies to be further analyzed. Council also reviewed recycling costs, processes, and public concerns, with Assistant Public Works Director Maiworm clarifying that recyclables are transported to a municipal sorting facility in Orlando and that the city budgets approximately $700,000 annually for recycling services. Council requested additional information on recycling outcomes and potential efficiencies. During Water and Sewer Enterprise Fund discussions, Council directed staff to identify meaningful cost savings opportunities rather than specific line-item reductions and requested that the utility rate study consultant incorporate Council's goal of reducing utility costs while planning for future debt obligations and infrastructure needs.

Council Member Myers left the workshop at 3:37pm.

Council also discussed irrigation rates, conservation practices, and utility affordability. Regarding the Joint Planning Area (JPA), it was clarified that the JPA does not require the city to provide utility service solely because capacity exists; capacity letters confirm the ability to serve, but actual utility agreements require City Council approval. Council requested additional legal clarification regarding JPA requirements, utility service authority, and potential impacts from state legislation that may limit municipal authority related to utility service and rates outside city boundaries.

Mayor Murry announced that Congressman Daniel Webster would visit City Hall on Wednesday, July 8, at 8:30 a.m., and invited Council Members to attend. City Manager Van Wagner reminded Council that the budget workshop would begin at 9:00 a.m. on July 8, starting with the Economic Development Department.

ADJOURN: With no further comments, this budget workshop adjourned at 3:59 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Surplus Request
Requested Action
The Procurement Services Department requests approval to declare end-of-life inventory as surplus from the Fire Department, the Human Resources Department, the Information Technology Department, the Police Department, and the Parks and Recreation Department and provide disposal per the Procurement Policy.
Staff Report

The Procurement Services Department, on behalf of the Fire Department, the Human Resources Department, the Information Technology Department, the Police Department, and the Parks and Recreation Department, recommends approval of the surplus request.

The following inventory has reached its end-of-life service, and approval to surplus these items is requested:

Department	Qty.	Property Description
Fire Department	1	2016 Impala Sedan Vehicle No. 3113 - 81,445 miles
Human Resources Department	4	Office Chairs
Information Technology Department	54	VoIP Desk Phones
Police Department	32	Dome Cameras
Police Department	31	Front Cameras
Police Department	73	Rocket Hubs
Police Department	4	Large Stainless Steel Tables
Police Department	75	Body Cameras
Police Department	66	BodyWorn Watches
Police Department	63	Molles
Police Department	17	Colt Rifle with Optic 16" Barrell (Trade-In)
Police Department	6	Spikes Tactical Rifle with Optic 11.5" Barrell (Trade-In)
Police Department	14	DPMS Rifle No Optic 16" (Trade-In)
Police Department	1	Olympic Arms Rifle 16" (Trade-In)
Police Department	1	Glock Handgun (Trade-In)

Parks and Recreation Department	1	Spark HD TV
Parks and Recreation Department	1	Lot of Miscellaneous Speaker Components
Parks and Recreation Department	1	Blizzard Lighting - Stilleto
Parks and Recreation Department	1	Lot of Speaker Stands
Parks and Recreation Department	1	Lot of Various Speaker Horns
Parks and Recreation Department	1	Shure - Hanging LAV Microphone Kit
Parks and Recreation Department	4	Straight Michrophone Stands

The salvageable surplus property will be listed on www.GovDeals.com, an electronic public auction website for government property. The non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary

The surplus property has an anticipated value of $6,000.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Information Technology Department	Information Technology Department.pdf
2.	Human Resources Department	Human Resources Department.pdf
3.	Fire Department	Fire Department.pdf
4.	Parks and Recreation Department	Parks and Recreation Department.pdf
5.	Police Department	Police Department.pdf

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:

Contact Person: Phoenix Bogden Phone: 7375

Year / Make / Model: See attached Vehicle No.

Miles / Hours: Serial / VIN: See attached

Description of Property VoIP Phones

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 6/15/26

*******This form must be sent to the Procurement Department to dispose of property*******

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023

Phones		
Model	**#**	**Status**
IP480G	15	Obsolete
IP480	27	Obsolete
IP 655	3	Obsolete
Mitel 6930	9	Obsolete
		Total: 54

PROPERTY DISPOSAL FORM

Dept. / Division: HR Property Tag #:

Contact Person: Nadine Ohlinger Phone: 214-7389

Year / Make / Model: Vehicle No.

Miles / Hours: Serial / VIN:

Description of Property 4 office chairs.

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Nadine Ohlinger Date: 6/30/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023

Docusign Envelope ID: E69EA882-7663-84DB-831F-A409EBBB9070

PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10602

Contact Person: Bryan Bull Phone: 352-241-2213

Year / Make / Model: 2016 Impala Sedan Vehicle No. 3113

Miles / Hours: 81445 Serial / VIN: 2G1WD5E37G1159314

Description of Property: Red Impala wrapped for Breast Cancer Awareness (pink)

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☒ **OTHER:** No longer in use by the department

Director Signature: Signed by: David Ezell DADCB525C156496... Date: 6/30/2026

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC Property Tag #: _____

Contact Person: Michael Vozzella Phone: 352-708-5987

Year / Make / Model: Sharp Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property Sharp HD TV

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☑ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: _____ Date: 6/17/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC Property Tag #: _____

Contact Person: Michael Vozzella Phone: 352-708-5987

Year / Make / Model: JBL Professionals Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property Spare Speaker Components

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☑ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: _____ Date: 4/17/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC Property Tag #:

Contact Person: Michael Vozzella Phone: 352-708-5987

Year / Make / Model: Blizzard Lighting Vehicle No.

Miles / Hours: Serial / VIN: 3173-123696-0069

Description of Property Stiletto 610 19

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☑ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair. Fried Mother board

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 6/17/24

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC

Property Tag #:

Contact Person: Michael Vozzella

Phone: 352-708-5987

Year / Make / Model: Ultimate Support

Vehicle No.

Miles / Hours:

Serial / VIN:

Description of Property Speaker Stands

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature:

Date: 6/17/24

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC Property Tag #:

Contact Person: Michael Vozzella Phone: 352-708-5987

Year / Make / Model: JBL Professional Vehicle No.

Miles / Hours: Serial / VIN:

Description of Property Speaker Horns (Various)

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☑ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 6/17/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC

Property Tag #:

Contact Person: Michael Vozzella

Phone: 352-708-5987

Year / Make / Model: Shure

Vehicle No.

Miles / Hours:

Serial / VIN:

Description of Property Hanging LAV Mic Kit

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature:

Date: 6/17/22

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC Property Tag #: _____

Contact Person: Michael Vozzella Phone: 352-708-5987

Year / Make / Model: Gator Framework Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property (4) Straight Mic Stands

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: _____ Date: 6/17/24

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: POLICE

Property Tag #: N/A

Contact Person: ROBERT LOUISSAINT

Phone: 352-932-2105

Year / Make / Model: SEE ATTACHED BODYWORN

Vehicle No. N/A

Miles / Hours:

Serial / VIN: SEE ATTACHED

Description of Property DOME CAMERA -21 FRONT CAMERA - 31 ROCKET HUB - 73

☒ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** YOU CAN SELL TO POSSIBLY ANOTHER AGENCY

Director Signature:

Date: 6/18/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023

EQUIPMENT INVE

CAMERAS & ROCKET HUB

Asset or serial number	Item description
FC0210537	DOME CAMERA
J60296997	DOME CAMERA
AD9731220	DOME CAMERA
J60296993	DOME CAMERA
FC021334	DOME CAMERA
J60296981	DOME CAMERA
FC0210272	DOME CAMERA
AE3460259	DOME CAMERA
K19564538	DOME CAMERA
AD9731359	DOME CAMERA
J60297009	DOME CAMERA
F33203013	DOME CAMERA
FC0210485	DOME CAMERA

CAMERAS & ROCKET HUB

Asset or serial number	Item description
K20917743	DOME CAMERA
FC0210440	DOME CAMERA
K19564555	DOME CAMERA
J60296996	DOME CAMERA
K19563826	DOME CAMERA
F33203022	DOME CAMERA
AD9731362	DOME CAMERA
F33202999	DOME CAMERA
F33202927	DOME CAMERA
AD9731363	DOME CAMERA
F33202886	DOME CAMERA
F33202934	DOME CAMERA
L42172399	DOME CAMERA
FC0210556	DOME CAMERA
FC0210473	DOME CAMERA
FC0210386	DOME CAMERA
J60296999	DOME CAMERA
FC0210480	DOME CAMERA
K19564549	DOME CAMERA
Q15100CXX24I0362	FRONT CAMERA
Q15100AXX21K0843	FRONT CAMERA

CAMERAS & ROCKET HUB

Asset or serial number	Item description
Q15100CXX24I0368	FRONT CAMERA
Q15100CXX23L0442	FRONT CAMERA
Q15100CXX23L0443	FRONT CAMERA
Q15100CXX24I0360	FRONT CAMERA
Q15000CXX22D0852	FRONT CAMERA
Q15000CXX22L1324	FRONT CAMERA
Q15000CXX22L0202	FRONT CAMERA
Q15100CXX24I0364	FRONT CAMERA
Q15000CXX22L1320	FRONT CAMERA
Q15000CXX22D0871	FRONT CAMERA
Q15000CXX22L0793	FRONT CAMERA
Q15000CXX22D0867	FRONT CAMERA
Q15000CXX22D0872	FRONT CAMERA
Q15000CXX22D0851	FRONT CAMERA
Q15000AXX23H0849	FRONT CAMERA
Q15000CXX23L0449	FRONT CAMERA
Q15000CXX23L0445	FRONT CAMERA
Q15000CXX22L1325	FRONT CAMERA
Q15000CXX22D0866	FRONT CAMERA
Q15000CXX24I0367	FRONT CAMERA
Q15000CXX24I0366	FRONT CAMERA

CAMERAS & ROCKET HUB

Asset or serial number	Item description
Q15000CXX24I0363	FRONT CAMERA
Q15000CXX24I0370	FRONT CAMERA
21SBC090151	FRONT CAMERA
21SBC090150	FRONT CAMERA
21SBC090214	FRONT CAMERA
21SBC090205	FRONT CAMERA
Q151-00CXX-24I-0361	FRONT CAMERA
Q150-00CXX-22L-1323	FRONT CAMERA
X24-045-008 / 0009BC077C43	ROCKET HUB
X20-234-040 / 0009BC071A73	ROCKET HUB
X20-350-001 / 0009BC072328	ROCKET HUB
X21-273-035 / 0009BC075ABE	ROCKET HUB
X21-098-036 / 0009BC075198	ROCKET HUB
X21-103-075 / 0009BC0750E3	ROCKET HUB
X24-045-009 / 0009BC077C14	ROCKET HUB
X23-304-021 / 0009BC0776B8	ROCKET HUB
X24-045-006 / 0009BC077BEC	ROCKET HUB
X21-103-014 / 0009BC0750B2	ROCKET HUB
X21-138-050 / 0009BC0754F6	ROCKET HUB
X20-296-048 / 0009BC071CBC	ROCKET HUB
X21-281-000 / 0009BC075A09	ROCKET HUB

CAMERAS & ROCKET HUB

Asset or serial number	Item description
X21-273-073 / 0009BC075AC3	ROCKET HUB
X20-296-050 / 0009BC071CD4	ROCKET HUB
X21-167-017 / 0009BC0756BD	ROCKET HUB
X20-239-009 / 0009BC071A89	ROCKET HUB
X24-045-002 / 0009BC077BF1	ROCKET HUB
X20-295-048 / 0009BC071C90	ROCKET HUB
X23-088-019 / 0009BC0770BC	ROCKET HUB
X23-300-052 / 0009BC0775A9	ROCKET HUB
X23-293-021 / 0009BC0774CA	ROCKET HUB
X23-300-051 / 0009BC0775A8	ROCKET HUB
X21-272-023 / 0009BC075B17	ROCKET HUB
X20-234-033 / 0009BC071A61	ROCKET HUB
X21-280-013 / 0009BC075992	ROCKET HUB
X20-364-028 / 0009BC07238C	ROCKET HUB
X20-296-000 / 0009BC071CB3	ROCKET HUB
X24-045-070 / 0009BC077BE6	ROCKET HUB
X20-237-038 / 0009BC0719ED	ROCKET HUB
X20-296-031 / 0009BC071CB5	ROCKET HUB
X20-237-037 / 0009BC0719EA	ROCKET HUB
X23-086-030 / 0009BC07707B	ROCKET HUB
X21-272-019 / 0009BC075B06	ROCKET HUB

CAMERAS & ROCKET HUB

Asset or serial number	Item description
X20-062-038 / 0009BC071685	ROCKET HUB
X20-234-011 / 0009BC0719FB	ROCKET HUB
X21-102-058 / 0009BC07513E	ROCKET HUB
X20-238-030 / 0009BC071AE1	ROCKET HUB
X20-234-003 / 0009BC0719D6	ROCKET HUB
X20-296-022 / 0009BC071C7F	ROCKET HUB
X20-233-047 / 0009BC071A19	ROCKET HUB
X20-227-033 / 0009BC071948	ROCKET HUB
X20-294-046 / 0009BC071C16	ROCKET HUB
X20-296-054 / 0009BC071CD8	ROCKET HUB
X20-237-040 / 0009BC071A39	ROCKET HUB
X20-234-008 / 0009BC0719D7	ROCKET HUB
X20-237-012 / 0009BC071A38	ROCKET HUB
X20-237-016 / 0009BC071965	ROCKET HUB
X20-234-041 / 0009BC071A6A	ROCKET HUB
X20-295-037 / 0009BC071C69	ROCKET HUB
X20-237-018 / 0009BC071CCA	ROCKET HUB
X20-237-020 / 0009BC071A09	ROCKET HUB
X20-296-045 / 0009BC071C5F	ROCKET HUB
X20-237-041 / 0009BC071A3B	ROCKET HUB
X20-295-036 / 0009BC071C6B	ROCKET HUB

CAMERAS & ROCKET HUB

Asset or serial number	Item description
X20-237-014 / 0009BC0719CF	ROCKET HUB
X20-234-006 / 0009BC0719DE	ROCKET HUB
X20-233-035 / 0009BC071A8B	ROCKET HUB
X20-296-008 / 0009BC071CAE	ROCKET HUB
X20-295-013 / 0009BC071C55	ROCKET HUB
X20-297-001 / 0009BC071CD3	ROCKET HUB
X20-296-016 / 0009BC071C85	ROCKET HUB
X20-238-004 / 0009BC0719D3	ROCKET HUB
X20-237-013 / 0009BC0719D1	ROCKET HUB
X20-296-064 / 0009BC071CE6	ROCKET HUB
X20-233-029 / 0009BC071A17	ROCKET HUB
X20-297-012 / 0009BC071CD2	ROCKET HUB
X24-044-182 / 0009BC077BF3	ROCKET HUB
X24-045-071 / 0009BC077BE7	ROCKET HUB
X24-050-145 / 0009BC077C89	ROCKET HUB
X20-294-010 / 0009BC071C1C	ROCKET HUB
X23-086-045 / 0009BC077021	ROCKET HUB
X24-045-039 / 0009BC077C15	ROCKET HUB

PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: None

Contact Person: Capt. Malcolm Draper Phone: 352-536-8412

Year / Make / Model: N/A Vehicle No. N/A

Miles / Hours: N/A Serial / VIN: N/A

Description of Property Four (4) large stainless-steel tables formerly used in police

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☒ **OTHER:** These tables have been replaced and are no longer used or needed

Director Signature: [signature] Date: 6/8/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: N/A

Contact Person: DEBBIE ARROYO-RUIZ Phone: 352-536-8424

Year / Make / Model: BODY WORN CAMERA ACCESSORIES Vehicle No.

Miles / Hours: Serial / VIN: SEE ATTACHED PAPERWORK

Description of Property BODYWORN CAMERA-75 - BODYWORN WATCHES 66- MOLLE -63

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:**

Director Signature: Date: 9/12/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023

359088225116666	359088225116716	Received Dat	359088225118365
359088225129719	359088225791310	359088225119975	359088226448936
359088225120056	359088225117813	35908825132622	359088225116054
359088226233940	359088225789041	359088225133281	359088226460790
359088225115809	359088225114984	359088225115734	359088225116369
359088225115494	35908825118233	359088225115908	359088225115536
359088225115569	359088225118795	359088225119462	359088225116518
35908825117334	359088225118357	359088225116138	359088225120791
359088226457101	359088226512905	359088225117425	359088226459834
359088225132762	359088225116674	359088225114976	359088225115551
359088225133000	359088225117862	359088225117441	359088225115866
359088225133729	359088225116385	359088225117987	359088225116294
359088225114968		359088225119249	
		359088226282863	

359088225116161

359088226516229

359088226459206

359088225131954

259088226457523

359088225118373

269088225116112

359088225115106

359088226512152

359088225115791

355633220452923

359088225131277

355633220471196

359088226234328

359088225116443

359088225116013

359088226212142

359088226282426

359088225118381

359088225115080

359088226283689

359088225116179

359088225132549

359088225115577

66. watches

359088225117722

63. Wolke's

PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____

Contact Person: Ethan Bell Phone: 352-394-

Year / Make / Model: _____ Vehicle No. _____

Miles / Hours: _____ Serial / VIN: See attached memo

Description of Property Colt/Spikes Tactical/DPMS and Olympic Arms Rifles

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:** _____

Director Signature: _____ Date: 06/10/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

John Graczyk
Chief of Police

Inter Office Memorandum

TO: Chief Graczyk

DATE: 06/09/2026

FILE:

SUBJECT: Firearm Trade In

FROM: Sergeant Bell

ENCLOSURES:

CC:

I am requesting the below rifles and handgun be traded in to Arms Unlimited, who is a city approved vendor. Please see the attached City Disposal Form and trade in quote. These rifles and handgun will be traded in for 13 brand new Colt Short Barrell Rifle's (SBR's) that will be distributed to road patrol and specialty unit officers. This trade in will leave less than approximately10 rifles in the agency that need to be SBR's.

COLT RIFLE WITH OPTIC 16" BARRELL

1. LE450228
2. LE450219
3. LE447536
4. LE449776
5. LE450220
6. LE449004
7. LE450284
8. LE447094
9. CR839557
10. CR810673
11. CR812548
12. CR839537
13. CR810663
14. LE448370
15. CR810682
16. CR839482
17. CR840088

SPIKES TACTICAL RIFLE WITH OPTIC 11.5" BARRELL

1. SS032572
2. SS032528
3. SS032474
4. SCR067189
5. SCR067194 (NO OPTIC)
6. SCR067190

DPMS RIFLE NO OPTIC 16"

1. FH26817
2. FH26809
3. FH26814
4. FH26816
5. FH26801
6. FH26819
7. FH26800
8. FH26807
9. FH26803
10. FH26808
11. FH26823
12. FH26818
13. FH26806
14. FH26805

OLYMPIC ARMS RIFLE 16"

1. KX9980

GLOCK HANDGUN

1. FVB972

Supervisor (Print)	Initials	Action	Comments	Date
Cpt. J. SAYRE	JS	R+F	Agree w/ trade-in	6/10/26
D.C. M.L. McMASTER	M	RECOMMEND MOVING FORWARD W/TRADE-IN		06.10.2026

Actions: Approved / Denied, Recommended / Not Recommended, Reviewed and Forwarded, Received-No Action

2061 Pabco Rd
Henderson, NV 89011 USA
7022093928
sales@armsunlimited.com
ArmsUnlimited.com

Quote

ADDRESS
Clermont Police Department
3600 S Hwy 27
Clermont, FL 34711

SHIP TO
Clermont Police Department
3600 S Hwy 27
Clermont, FL 34711

QUOTE # 11130
DATE 06/04/2026

ACTIVITY	QTY	RATE	AMOUNT
COLT-LE6933-EPR-LE Colt Carbine, 11.5" Barrel, 5.56Mm, Semi-Auto, Matte Black 5.56 11.5" Matte Black 98289023544 FET-OUT DEPARTMENT PRICING	13	1,002.00	13,026.00
Trade-In Protocol Steps for Trade In: 1. Department provides information on all items being considered for trade-credit (Model, condition, serial numbers. With photos and forms if available) 2. Arms Unlimited provides a trade-credit quote based on information provided 3. Department approves the trade-credit amount and determines how the credit is spent (items or check) 4. Arms Unlimited approves the credit resolution 5. Department sends Arms Unlimited back the trade-credit quote signed with "Approved to proceed" written. 6. Department sends the trade-ins to Arms Unlimited (Department to arrange shipping, unless otherwise agreed) Address: AU Inc: TRADE QUOTE# 2061 Pabco Rd Henderson, NV 89011 7. Arms Unlimited receives, reviews, and confirms all trade-in items 8. Arms Unlimited proceeds with the agreed credit resolution	1	0.00	0.00
Trade-In Item(s) Colt Rilfe 16" w/ Optic	16	-500.00	-8,000.00
Trade-In Item(s) DPMS 16" Rifle	14	-250.00	-3,500.00
Trade-In Item(s) Spikes 11.5" SBR w/ Optic, SS032572	6	-200.00	-1,200.00

Payments more than 30 days overdue will start accruing interest at the maximum % permitted by Nevada law, a 36% annual rate, compounded monthly. Customers will also be responsible for any legal fees incurred during collection efforts.

ACTIVITY	QTY	RATE	AMOUNT
SS032528 SS032474 SCR067189 SCR067194 (NO OPTIC) SCR067190			
Trade-In Item(s) Olympic Arms 16"	1	-250.00	-250.00
Trade-In Item(s) Glock 27 .40 cal	1	-76.00	-76.00
FVB972			

Requires signed quote or purchase order and signed FET form:

Rep: Ryan Everette
Email: ryan@armsunlimited.com
Cell: 702-741-2078
ETA: 30 days ARO

SUBTOTAL	0.00
TAX (0.07725)	0.00
TOTAL	**$0.00**

Accepted By

Accepted Date

Payments more than 30 days overdue will start accruing interest at the maximum % permitted by Nevada law, a 36% annual rate, compounded monthly. Customers will also be responsible for any legal fees incurred during collection efforts.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Bishop Field Special Technical Advisory Committee
Requested Action
Staff is seeking Council selection of the members for the Bishop Field Special Technical Advisory Committee.
Staff Report
At the June 16, 2026, Council Workshop, Council directed staff to create an online application for volunteers to serve on the Bishop Field Special Technical Advisory Committee. Applicants are required to be a resident of Lake County, have extensive knowledge of baseball, softball, ballfield/stadium design and/or construction, or be an immediately affected resident. The application was posted online in late June with instructions that applications must be submitted to the City Clerk and received no later than 5:00 p.m. on July 16, 2026. This allows time for staff to gather the applications and place them on the July 28 Council agenda for committee selection. Staff is seeking Council selection of the members for the Bishop Field Special Technical Advisory Committee.
Additional Analysis
Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. Committee Appointment Requests	Committee Appointment Requests.pdf
2. Santiago, David	Santiago, David.pdf
3. Vazquez, Jorge	Vazquez, Jorge.pdf
4. Simpson, Jacob	Simpson, Jacob.pdf
5. Curl, Brendan	Curl, Brendan.pdf
6. Deardorff, Jeff	Deardorff, Jeff.pdf
7. Repine, William	Repine, William.pdf
8. Koronka, John	Koronka, John.pdf

Committee Appointment Request				
BISHOP FIELD SPECIAL TECHNICAL ADVISORY COMMITTEE	**REQUESTOR**	**ADDRESS**	**QUALIFICATION/ AREA OF EXPERTISE**	**REQUESTING**
	David Santiago	10036 Lenox Street	Athletic/Sports Related Business Owner	Appointment
	Jorge Vazquez	1505 Johns Cove Lane, Oakland	High School/College Baseball/Softball player or Coach	Appointment
	Jacob Simpson	193 W. Desoto Street	Bishop Field Local Resident (within 500 feet of the field)	Appointment
	Brendan Curl	860 2nd Street	Bishop Field Local Resident (within 500 feet of the field)	Appointment
	Jeff Deardorff	18015 Victorian Drive	Current/Former Professional Baseball Player with direct ties to Clermont	Appointment
	William Repine	180 W. Desoto Street	Bishop Field Local Resident (within 500 feet of the field)	Appointment
	John Koronka	160 Nautica Mile Drive	Current/Former Professional Baseball Player with direct ties to Clermont	Appointment

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: David Santiago // Double Play LLC

Home Address: 10036 Lenox St Clermont Fl 34711 // 390 East Hwy 50 Clermont Fl 34711

Phone: 352 435 5408 Alternate: _____

Email: DAVID.SANTIAGO@DOUBLEPLAYCAGES.COM Occupation: Business Owner

Please check all that apply:

- ☐ Current/ Former Professional Baseball player with direct ties to Clermont
- ☐ Bishop Field Local Resident (within 500 feet of the field)
- ☒ Athletic/Sports Related Business Owner
- ☐ Representative of South Lake Little League
- ☐ High School/College Baseball/Softball player or Coach

Describe what you feel you could bring to the Bishop Field Special Technical Advisory Committee:

As owner of Double Play Baseball & Softball training facility in Clermont, I work with over 300 youth athletes, to include collegiate and professional athletes. We regularly utilize Bishop Field to conduct practices and training. I bring experience in youth sports operations, field maintenance, scheduling, procurment booking managemanent, and facility development. My goal is to help revitalize Bishop Field into a premier baseball complex that better serves our community, supports local organizations, and attracts regional events while providing a safe high-quality experience for athletes and families. I am committed to collaborating with the City, local organizations and community stakeholders to ensure Bishop Field becomes a lasting asset for Clermont.

Please Note:

Must be a legal resident of Lake County, have extensive knowledge in baseball, softball, ballfield/stadium design and /or construction, or be an immediately affected resident

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk's Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Jorge Vazquez

Home Address: 1505 Johns Cove Ln, Oakland FL 34787

Phone: (502) 314-4930 Alternate: _____

Email: Jorge@revolutiontv..net Occupation: Head Baseball Coach Real Life

Please check all that apply:

- ☐ Current/ Former Professional Baseball player with direct ties to Clermont
- ☐ Bishop Field Local Resident (within 500 feet of the field)
- ☐ Athletic/Sports Related Business Owner
- ☐ Representative of South Lake Little League
- ☒ High School/College Baseball/Softball player or Coach

Describe what you feel you could bring to the Bishop Field Special Technical Advisory Committee:

As the head baseball coach for Real Life Christian Academy we are one of the main ten
Bishop Field over the past years and have a great understanding of what it means to the
Community.

As a former collegiate player and baseball professional I also have the experience to bri
Inform the committee of what is needed to have a field that can be used by college and

Please Note:

Must be a legal resident of Lake County, have extensive knowledge in baseball, softball, ballfield/stadium design and /or construction, or be an immediately affected resident

Questions?

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Jacob Simpson

Home Address: 193 W Desoto St. Clermont, FL 34711

Phone: 334-774-8296 Alternate: _____

Email: simpsoncan2@gmail.com Occupation: Chief Inspector

Please check all that apply:

- ☐ Current/ Former Professional Baseball player with direct ties to Clermont
- ☒ Bishop Field Local Resident (within 500 feet of the field)
- ☐ Athletic/Sports Related Business Owner
- ☐ Representative of South Lake Little League
- ☐ High School/College Baseball/Softball player or Coach

Describe what you feel you could bring to the Bishop Field Special Technical Advisory Committee:

As a resident of the Desoto and 2nd street neighborhood for the past 12 years I feel I have clear understanding of our neighborhood challenges and the environment my neighbors and I wish to maintain. In addition to being a longstanding member of our neighborhood and having positive relationships with my neighbors, I am also a Florida Licensed Professional Engineer, my current career path is in the construction field, and I have direct experience with advisory committees.

I have been a Professional Engineer (PE) since 2018. I earned by Bachelor's of Engineering in 2011 and obtained practical experience in the role I am current in to qualify for the PE examination.

I am a Senior Chief Inspector for the Central Florida Tourism Oversight District which regulates Walt Disney World and its Operating Participants. In that role I lead a team of elevator inspectors, I manage the fire alarm and theatrical smoke safety system testing programs, and I am the District's amusement ride inspector. My work focuses on New Construction, Alterations, and Maintenance and I am involved with projects of massive scale down to minor alterations. That exposure gives me a thorough understanding of the considerations needed to evaluate and advise on project decisions and details for the revitalization of Bishop Field.

I am the Chair of the Cypress Ridge Elementary School (CRES) School Advisory Committee (SAC) where I facility monthly meetings, provide direction, and ensure our committee operates with the bounds of Florida Statue and CRES By-Laws. Although I am not a member, I participate in technical discussions of the Florida Elevator Safety Technical Advisory Committee (ESTAC) when those meetings occur.

In conclusion, beyond my qualifier for this committee as a nearby resident, my professional background and experience make me an ideal candidate to be a contributor on the Bishop Field Special Technical Advisory Committee. If there are any questions or concerns, I would love the opportunity to discuss how I can contribute to the responsible revitalization of the historic Bishop Field.

Please Note:

Must be a legal resident of Lake County, have extensive knowledge in baseball, softball, ballfield/stadium design and /or construction, or be an immediately affected resident

Questions?

Contact: City Clerk's Office – 352-241-7330
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Jacob H. Simpson, PE

193 W. Desoto St. Clermont, FL
simpsoncan2@gmail.com
334-774-8296

06/23/2026

Mayor Murry and Council Members,

I am writing to express my interest becoming a member of the Bishop Filed Special Technical Advisory Committee.

Having lived adjacent to Bishop Field the last 12 years I have a clear view of our unique neighborhood challenges and the problem-solving and technical background needed to support this cause and to support our neighborhood.

My current professional role focuses on leading teams, solving cross-functional departmental and regulatory issues, and using data to make programs run more efficiently. I regularly work directly with external partners like Walt Disney Imagineering (WDI) and Walt Disney World (WDW) Facility Asset Management construction teams and the Florida Bureau of Elevator Safety to keep our programs compliant and safe. Over the years, I have focused on breaking down internal silos and building strong, collaborative relationships across the Central Florida Tourism Oversight District and WDW lines of business to keep our operations stable and consistent.

While I am always working to add more certifications to my resume, my background as a Professional Engineer, combined with over a decade of hands-on leadership in local government, gives me a unique foundation for this role. I am deeply invested in the long-term success of Clermont, and the businesses and neighborhoods that it contains, and I would love the opportunity to discuss how I can contribute to the responsible revitalization of the historic Bishop Field.

Thank you for your time and consideration.

Sincerely,



Jacob Simpson

Jacob H. Simpson, PE

193 W. Desoto St. Clermont, FL
simpsoncan2@gmail.com
334-774-8296

Professional Engineer with over 17 years' experience spanning a diverse background in team leadership and operations, regulatory compliance, laboratory research, and hands-on maintenance and manufacturing. Recognized aptitude and superior performer in mechanical engineering and safety system testing. Enthusiastic contributor; curious, creative thinker; quick learner; and strategic planner with superb written and verbal communication. Core expertise and proficiencies:

• Leadership • Technical Acumen • Safety and Program Management •

• Driving Collaborative Solutions • Quality and Process Improvement •

ACHIEVEMENTS & PROFICIENCIES:

Leadership

- Leveraging 13+ years of District institutional knowledge and interdepartmental relationships to ensure operational continuity and maximize program efficiency, stakeholder confidence, and organizational stability.
- Nurture an open and collaborative environment, actively encourage constructive feedback, drive for consistency and efficiency, and instill a strong safety-first mindset.
- Leading program operations by directing and coordinating activities to meet goals and requirements, strategizing execution within teams that have conflicting goals.
- Bridging operational silos between the District and WDW lines of business - specifically Global Contracts and Operating Participant Business Relations - to foster seamless cross-organizational collaboration and governance.

Technical Acumen

- Demonstrated award-winning engineering excellence on the U.S. Army Aeromedical Lab Helmet Mounted Sensor program, recognized by the Superior Performance Award for exemplary technical contributions.
- Capitalizing a robust technical foundation to optimize the oversight of the maintenance, inspection, and plan review of mechanical, electrical, pneumatic, hydraulic, facility, and operational systems.
- Ensuring regulatory compliance by leveraging expertise in the EPCOT and Florida Building Codes, National Electric and Fire Prevention Codes, and ASME and ASTM Standards.
- Translating complex engineering initiatives into high level statements of work and progress reports that align technical execution with organizational goals.
- Executing rigorous engineering evaluations, such as quantifying principal performance shifts of the U.S. Army Aeromedical Lab dynamic mini-sled following equipment upgrades, and authoring summary reports for leadership.

Safety and Program Management

- Program Manager for the Florida Bureau of Elevator Safety contracted jurisdiction program, directing an in-house inspection team, reporting monthly inspection metrics, leading on-site compliance and consistency, and maintaining alignment with evolving state mandates.
- Serving as Interim Program Manager for the Theatrical Gas Monitoring System Testing and the Integrated Safety System Testing programs, ensuring operational compliance for these life safety systems (2023-Present).
- Spearheaded the crisis-management inspection strategy of elevator and swimming pools during the COVID-19 closure of the WDW resort, dynamically adapting frequencies and compliance timelines based on operation risk.
- Developing institutional policies, including Building and Safety's Operating Participant Welcome Packet, Elevator Plan Review Checklist, and Swimming Pool Program Requirements.
- Authored standard operating procedures and hazard-risk assessments to govern safe operations for the U.S. Army Aeromedical Laboratory dynamic mini-sled testing device.

Driving Collaborative Solutions

- Collaborating with multi-organizational stakeholders from project design through installation to establish transparent procedural expectations, ensure code compliance while preserving creative intent, and drive owners and contractors toward timely resolution of violations.
- Commended by senior WDW and WDI leaders for a thorough, collaborative approach that successfully advances creative projects while maintaining regulatory compliance.
- Partnering closely with Florida Department of Health and Bureau of Elevator Safety during program updates, audits, meetings, and incident investigations. Promptly implementing necessary changes into District programs.
- Advanced U.S. Army Aeromedical Laboratory Blast Tube project testing initiatives by deploying advanced data collection expertise to support system evaluations and adjustments.

Quality and Process Improvement

- Honored with the Oversight District's Excellence Award for an outstanding proactive approach, meticulous attention to detail, and verified commitment to expanding responsibilities.
- Optimizing the elevator inspection program by developing balanced, comprehensive inspection and testing schedules, while establishing recurring owner and maintenance contractor integration to maximize field support and ensure a more efficient and reliable program.
- Instituted inspection and plan review audit frameworks to ensure consistency and regulatory risk mitigation.
- Modernized the department's elevator data workflow by developing a custom application to simplify report processing, instantly flag near delinquent infractions, and eliminate a 7-14 day reporting lag, accurately tracking outstanding violations from their true issue dates, culminating a reduction of overall delinquency by 57%.

EMPLOYMENT HISTORY:

Central Florida Tourism Oversight District **Dec 2012 - Present**
Chief Specialty Inspector, Building and Safety Department

- Direct technical requirements for amusement attractions, aerial tramways, overhead hoists, swimming pools (2013-2023), and elevators at the largest theme park tourist destination in the world.
- Lead the specialty team performing documentation reviews and field inspections that ensure engineering, safety, and regulatory compliance for swimming pools, attractions, and elevators.
- Coordinate multidisciplinary teams to conduct Annual Emergency Power Tests of resort and commercial facilities.

Henry M. Jackson Foundation for the Advancement of Military Medicine **May 2011 - Nov 2012**
Mechanical Test Engineer

- Managed laboratory data collection for the Helmet Mounted Sensor Blast Data program in the Injury Biomechanics Branch of the U.S. Army Aeromedical Research Laboratory at Fort Rucker, AL.
- Executed test studies utilizing mechanical and electrical test equipment, performing statistical analysis of research data, and presenting results to leadership.

Auburn University **Nov 2010 - May 2011**
Machinist, Polymer Fiber Research Group

- Designed and manufactured laboratory tensile test specimens utilizing CAD modeling and precision machine shop equipment to produce specimens based on project requirements.

Walt Disney Parks and Resorts **Aug 2009 - Nov 2012**
College Program and Seasonal Operations Cast Member, Disney's Animal Kingdom Park

- Presented veterinary and conservation information to guests at the Rafiki's Planet Watch attraction.
- Engineered and conducted the narrow-gauge heritage steam train for the Wildlife Express train attraction, managing guest safety, queuing, and pre-operational inspections.

North American Aircraft Services **Mar 2007 - July 2008**
Fuel System Technician

- Performed routine fuel system maintenance on Boeing 737, Airbus A320, and Douglas DC-9 and DC-10 aircraft.

Army Air-Force Exchange Service **Aug 2001 - July 2008**
Theater Projectionist/Theater Supervisor, Reel Time Movie Theater

- Operated and maintained projection, audio, and stage equipment; inspected, cleaned, and prepared film for show; managed film shipments and processing; trained and mentored new projectionists; and supported regional theaters.
- Led theater team operations; operated cash registers; managed tills and monies; updated marquees; resolved employee or guest conflicts; maintained a clean, neat, and safe environment; and ensured guest satisfaction.

Deutsche Wagen Werks **July 2006 - May 2009**
Owner/Sales/Mechanic

- Successfully operated a small business sourcing typical and rare classic Volkswagen parts. Performed mechanical, electrical, and hydraulic maintenance and general preservation on classic Volkswagens; managed workload and business budgeting; and ensured customer satisfaction.

BOARD APPOINTMENTS & COMMUNITY LEADERSHIP:

Cypress Ridge Elementary School **Sept 2021 - Present**
Chair, School Advisory Council

- Facilitate monthly public, cross-functional committee meetings to foster transparent communication among administration, staff, and community stakeholders.
- Provide strategic governance, budgetary oversight, and institutional direction to align school operations with state accountability standards.
- Direct the collaborative review and modernization of institutional bylaws, uniform policies, and school improvement plans to enhance organizational efficacy.

EDUCATION:

- Auburn University, Auburn, Alabama: Bachelor of Mechanical Engineering, 2011.
- Troy University, Dothan, Alabama: Bachelor of Science in Mathematics, 2012.

CERTIFICATIONS:

- Licensed Professional Engineer - Machine Design
  - Florida PE84949 and Alabama PE37161
- NAARSO Level 2 Amusement Ride Inspector
- ICC Accessibility Inspector and Plans Examiner
- AIMS Associate Amusement Ride Inspector
- Certified Aquatic Facility Operator

ADDITIONAL SKILLS, INTERESTS, & DEVELOPMENT:

- **Technical Tools:** MS Office, BlueBeam Revu, MATLAB, Siemens SolidEdge, Autodesk 123Design, Google SketchUp.
- **Community & Mentorship:** Volunteer for Disney's Ultimate EnginEARing Exploration program; former middle-school through college-level mathematics tutor.
- **Languages:** Proficient in American Sign Language.
- **Creative & Interests:** Member of the 501st Legion (charitable costume organization); graduate of SAK Comedy Lab and Adlib Theater improvisational acting programs.
- **Hands-on Work:** Ongoing maintenance, mechanical restoration, and preservation of classic Volkswagens and my mid-century home.

Bishop Field Committee

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Birendan Curl

Home Address: 860, 2nd Street, Clermont fl 34711

Phone: (407) 493-9272 Alternate: _____

Email: Brendancurl@yahoo.com Occupation: High School Teacher / Coach

Please check all that apply:

- ☐ Current/ Former Professional Baseball player with direct ties to Clermont
- ☒ Bishop Field Local Resident (within 500 feet of the field)
- ☐ Athletic/Sports Related Business Owner
- ☐ Representative of South Lake Little League
- ☐ High School/College Baseball/Softball player or Coach

Describe what you feel you could bring to the Bishop Field Special Technical Advisory Committee:

I love my city and want to see it achieve its potential becoming a beautiful place to live. I am an immediately affected resident with extensive experience in athletics. I also have been a key communicator with all immediately affected residents on De Soto St. and 2nd St. I am a current High School coach for Track, Swimming and Cross Country and a former Athletic Coaching Business owner.

Please Note:

Must be a legal resident of Lake County, have extensive knowledge in baseball, softball, ballfield/stadium design and /or construction, or be an immediately affected resident

Questions?

Contact: City Clerk's Office – 352-241-7330
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- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

Brendan Curl
brendancurl@yahoo.com
curlb@lake.k12.fl.us
407 493-9272

PROFILE

Current-Marine Science, Biology and Environmental Science Teacher at Tavares High School instructing grades 9-12, Head Boys Cross Country Coach, Head Swimming Coach, and Head Track Coach

Past-professional manager, behaviorist, marine mammal trainer, and PR/media spokesperson with 20 years of experience conveying conservation based educational and entertaining messaging to diverse audiences across all media outlets and live performances. Excellent communication, leadership, and organizational skills with exceptional ability to work across multiple disciplines and teams. Highly skilled and experienced athletics coach for novice through advanced athletes for swimming, biking, running, and multisports.

EXPERIENCE

Tavares High School/Teacher: Instructing grades 9-12 in the subjects of Marine Science, Biology and Environmental Science, Head Cross Country Coach, Head Swimming Coach, and Head Track Coach. **Tavares, FL 2021-Present**

- Teaching: Responsible for generating Florida standards-based curriculum for Marine Science, Biology and Environmental Science courses, individual lesson development and planning, implementation of individual student accommodations and special needs, budgeting and ordering of necessary curriculum related supplies, development and implementation of course related field trips to supplement and enrich coursework, transportation organization.

- Coaching: Development of team schedules, development and implementation of training plans including strength, base, build, peak, and race phases, coaching and advancement of athletes in all four competitive swimming strokes, distance/mid-distance/sprints running, pole vault, triple jump and long jump, transportation organization, all budgeting for operation of all three teams including meet fees and registrations, transportation and travel costs, purchasing of team equipment and uniforms.

SeaWorld, Behavioral Manager/Senior Trainer I – Marine Mammals (*Orcinus orca, Tursiops truncatus, Zalophus californicus, Odobenus rosmarus, Aonyx cinereus, Phoca vitulina, Pseudorca crassidens, Globicephala macrorhynchus, Trichechus manatus*) **- Orlando, FL 2001 – 2020**

- Led and trained a staff of 45 members of varying experience levels in the areas of marine mammal natural history, physiology, use and application of psychological principles and operant conditioning, environmental enrichment, data recording, animal record keeping, all aspects and management of animal husbandry, safety, training, and daily care of a zoological collection of 170 marine mammals consisting of California sea lions, harbor seals, Pacific walrus, bottlenose dolphins, False killer whale, Asian small clawed otters, and several different species of tropical birds and Psittacidae.

- Team leader of the Otter Public Relations Team and media trained company spokesperson for educational and conservation based messaging, appearances nationally and internationally. Media outlets included live TV, radio, newspaper, and social media. Scope of work also included working with

Zoological administration to ensure all proper permitting was obtained and up to date, animal ambassador public airline travel, animal and guest safety, and development of other team members for appearances on The Today Show, NBC Live, and Sea Rescue.

- Project Manager/Team leader for two different corporate projects (Clyde and Seamore's Countdown to Christmas and Sea Lion High). New live animal shows from conceptualization to development and installation at SeaWorld Orlando and SeaWorld San Antonio.
- Team Leader and Technical/Behavioral Manager responsible for the direct performance of and training/development of staff in the performance of 52 different show roles in nine different live animal shows for audiences up to 3,000 guests, 7 performances per day, including all aspects of multitasking animal behavior, animal aggression mediation and reduction, safety, and show role performance, in water marine mammal/Trainer performances, line delivery, and blocking. Ensured proper show coverage through efficient scheduling.
- Performed all show and audience facing roles, responsible for daily entertaining and educational shows, conducted educational presentations and guest meet and greets, ensured proper area coverage through effective scheduling, all aspects of animal care and husbandry.
- Assisted in the training of killer whale/trainer aerials, voluntary husbandry procedures and other basic behaviors, performed killer whale water work and aerials.
- Rescue, rehabilitation and release of various marine mammal species including pilot whales, bottlenose dolphins, and manatees, health and behavioral observations, animal records and data recording.

Swim-Like-a-Pro: Assistant Swimming and Triathlon Coach, youth and adult coaching for swimming, biking, and running, general fitness and sports **Orlando, FL 2021 – Present**

Property Management: private property management of 4 rental units involving sourcing, interviewing, and conducting background checks on prospective tenants, budgeting, and property maintenance. Basic knowledge of plumbing, tiling, electrical, carpentry, HVAC, drywall and finish work. **Orlando, FL 2004 – Present**

Private Coaching: private coaching of athletes and individual private swim lessons for clients Age 3 to 75. **Orlando, FL 2016 – 2021**

University of North Carolina, Researcher - Wilmington, NC 1998-2001

- In conjunction with faculty, conceived, designed, built, and established two of three Government-funded behavioral labs at the University of North Carolina Wilmington that studied behavioral and psychological effects of long and short term learning as well as advanced cognitive principles. Data recording, behavioral observations, laboratory procedures, and paper/technical writing. Research published and presented at The International Association for Behavior Analysis conference in 2001.
- Awarded Excellence in Research Award by Psychology Department.

Pacific Whale Foundation, Intern - Whitsunday Islands, Australia 1998

- Assisted chief researchers in field work and the collection of data and photo identification of the Group V Population of humpback whales migrating through the Great Barrier Reef of Australia.

Police Department, Ocean Rescue - City of Wrightsville Beach, NC 1996-1997

• First responder responsible for beach patron safety, Rescue and life-saving care when needed, Safe operation of four-wheel drive trucks, ATV, and jet skis amongst the public and in response to emergency situations. Enforce city regulations

PROFESSIONAL CERTIFICATIONS

- 5 Year Professional FL Educators Certificate Biology 6-12
- Offshore Protected Species Observer, Seismic Mitigation under the BOEM NTL 2016-G02, RPS Group
- Research Diver, NAUI; Enriched Air Nitrox Diver, IANTD; Open Water Diver, PDIC
- Water Safety Instructor, Lifeguard Training, CPR, Basic First Aid, Red Cross

EDUCATION

University of North Carolina Wilmington 1995-2000, *Graduated Cum Laude with University Honors*
Bachelor of Science – Marine Biology, advanced coursework in marine mammals and coastal ecology

Bachelor of Arts – Psychology, advanced coursework in animal behavior

ADDITIONAL INFORMATION: Basic Microsoft Office Suite Proficiency

ATHLETICS: 6-time member Team USA World Championship Triathlon Team, NCAA Division I Swimming and Track athlete

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Jeff Deardorff

Home Address: 18015 Victorian Dr Clermont fl 34715

Phone: 8135235779 Alternate:

Email: jdeardorff@yankees.com Occupation: New York Yankee Scout

Please check all that apply:

- [x] Current/ Former Professional Baseball player with direct ties to Clermont
- [ ] Bishop Field Local Resident (within 500 feet of the field)
- [ ] Athletic/Sports Related Business Owner
- [ ] Representative of South Lake Little League
- [ ] High School/College Baseball/Softball player or Coach

Describe what you feel you could bring to the Bishop Field Special Technical Advisory Committee:

To make sure the fields stays historical along with helping to update to grow.

Please Note:

Must be a legal resident of Lake County, have extensive knowledge in baseball, softball, ballfield/stadium design and /or construction, or be an immediately affected resident

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Cityclerk@clermontfl.org

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CLERMONT
Choice of Champions

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7/14/26

CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: William Repine

Home Address: 180 W. De Soto

Phone: 407 970 1040 Alternate: –

Email: Pattyrepine@Juno.Com Occupation: Ret.

Please check all that apply:

- ☐ Current/ Former Professional Baseball player with direct ties to Clermont
- ☒ Bishop Field Local Resident (within 500 feet of the field) 36 years
- ☐ Athletic/Sports Related Business Owner
- ☐ Representative of South Lake Little League
- ☐ High School/College Baseball/Softball player or Coach

Describe what you feel you could bring to the Bishop Field Special Technical Advisory Committee:

Engineering Deg. from Cal State U. Sacramento
Project Manager at Hughes Aircraft 8 years
Project Manager at NAVELECEN Vallejo Co. Govt.
Finance + Project Mg. at Walt Disney World 27 years
36 year resident at 180 W. De Soto
History of defending the neighborhood

Please Note:

Must be a legal resident of Lake County, have extensive knowledge in baseball, softball, ballfield/stadium design and /or construction, or be an immediately affected resident

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- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

Name: John Koronka

Home Address: 160 Nautica Mile Drive, Clermont, FL 34711

Phone: 352-348-1220 Alternate: N/A

Email: john.koronka@pirates.com Occupation: Former MLB Player / Current MLB Scout

Please check all that apply:

- [x] Current/ Former Professional Baseball player with direct ties to Clermont
- [ ] Bishop Field Local Resident (within 500 feet of the field)
- [ ] Athletic/Sports Related Business Owner
- [ ] Representative of South Lake Little League
- [ ] High School/College Baseball/Softball player or Coach

Describe what you feel you could bring to the Bishop Field Special Technical Advisory Committee:

I graduated from South Lake High School and have strong personal and family ties to Clermont and Bishop Field. My father coached at Clermont High School when it was located on East Avenue, and Bishop Field served as the school's home baseball field. My son and I continue to use Bishop Field when he is home from college, where he currently plays baseball at the University of North Florida. Throughout my professional baseball career, I have played on and evaluated hundreds of baseball fields and experienced top stadiums in the United States and Japan. As a former Major League player and current Major League scout, I can provide valuable insight on field design, player safety, functionality, and the overall baseball experience. I want

Please Note:

Must be a legal resident of Lake County, have extensive knowledge in baseball, softball, ballfield/stadium design and /or construction, or be an immediately affected resident

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk's Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Request for Proposal Award *Crossing Guard Services*
Requested Action
Approve to award a contract between the City of Clermont and All City Management Services, Inc. to provide Crossing Guard Services for the Police Department.
Staff Report

The Evaluation Committee recommends approval of this action.

The Procurement Services Department issued Request for Proposal (RFP) No. 26-099 on June 8, 2026, to solicit proposals from qualified companies to provide crossing guard services for the Clermont Police Department. The solicitation was competitively solicited, formally advertised, and conducted in accordance with the City of Clermont's Procurement Policy and Procedures. A total of four (4) responses were received.

An Evaluation Committee consisting of three (3) members reviewed, scored, and ranked the proposals in accordance with the evaluation criteria established in the RFP, including license and insurance, company background, company experience, staffing, supervision and service approach, personnel experience, cost of services, business location, and quality of submittal. Based on the evaluation results, All City Management Services, Inc. was the top-ranked firm.

The scope of services includes providing eight (8) fully trained and equipped crossing guards at eight (8) crossing guard posts, Monday through Friday, excluding days when schools are not in session. Services are anticipated not to exceed two (2) hours per guard, per location, per school day, unless otherwise authorized in writing by the City. The contractor will be responsible for staffing, supervision, training, uniforms, safety equipment, monthly schedules, guard rosters, complaint response, incident reporting, and quarterly coordination meetings.

Crossing guard services will be provided at the following school locations and posts:

- Cypress Ridge Elementary: East Avenue and Oak Street.
- Aurelia M. Cole Academy: East Avenue near Carroll Street, East Avenue and Pitt Street / E. Osceola Street, Pitt Street and Drew Road, and SR 50 and East Avenue.
- Lost Lake Elementary: Johns Lake Road crosswalk in front of school.
- Imagine South Lake Charter: Hartwood Marsh Road crosswalk in front of the school and Hartwood Marsh Road and Hancock Road.

All City Management Services, Inc. is the City's current crossing guard services provider. The current contract expires on August 24, 2026. To avoid a lapse in crossing guard services, the new contract is anticipated to begin on August 25, 2026, immediately following the expiration of the current contract.

The Evaluation Committee recommends an award to All City Management Services, Inc. as the highest-ranked respondent. The initial contract term is twenty-four (24) months, with the option for up to four (4) additional twelve-month renewals at the City's discretion. The contract value for the initial twenty-four-month term is $198,720 with an annual cost of $99,360.

Additional Analysis	

Fiscal Impact Summary	

The contractual service is included in the current year and proposed fiscal year budgets within the General Fund, and includes the increased fiscal impact of $13,800. This amount reflects the estimated cost for crossing guard services from August 25, 2026, through September 30, 2026.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$13,800	10521-53401	$18,752.90

Exhibits Attached(copies of original agreements)	
1. RFP 26-099 Evaluation Summary	RFP 26-099 Evaluation Summary.pdf
2. RFP 26-099 Notice of Intent to Award	RFP 26-099 Notice of Intent to Award.pdf

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFP No. RFP 26-099

Crossing Guard Services

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

PHASE 1

EVALUATORS

Name	Title
Debbie Arroyo	Quartermaster
Malcolm Draper	Captain
Thomas Stone	Sergeant

MEETING SUMMARY

The Evaluation Committee met on Wednesday, July 14, 2026, at 1:30 P.M. to review the results of their proposal evaluations. Each evaluator submitted their scores individually through OpenGov. During the meeting, the Procurement Manager presented a score summary, guided the committee through the results, and facilitated discussion on the evaluations. The committee unanimously agreed with the summarized scores and confirmed the proposal rankings in the same order. Based on the final consensus, the Evaluation Committee voted to recommend an award to the highest-ranked firm, All City Management Services, Inc.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Average Score (Max Score 100)	Total Rank
All City Management Services, Inc.	77.5 (2)	94 (1)	88.5 (2)	**86.67**	**1**
Lone Star Transport Management, Inc	87 (1)	65 (2.5)	90 (1)	**80.67**	**2**
Emprise Partners LLC	48.5 (4)	65 (2.5)	47 (3)	**53.5**	**3**
TXPSI, LLC	64 (3)	59.5 (4)	28 (4)	**50.5**	**4**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	License and Insurance Pass / Fail 5 Points (5%)	Company Background 0-10 Points 10 Points (10%)	Company Experience 0-10 Points 20 Points (20%)	Staffing, Supervision, and Service Approach 0-10 Points 20 Points (20%)	Personnel Experience 0-10 Points 15 Points (15%)	Cost of Services 0-10 Points 15 Points (15%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 10 Points (10%)
All City Management Services, Inc.	100%	9.3	9.3	8.7	8.7	8	2	9.3
Lone Star Transport Management, Inc	100%	8.3	8	7.7	7.3	9.3	2	9
Emprise Partners LLC	0%	5.7	5.7	5.7	4.7	6.3	2	6.7
TXPSI, LLC	100%	5.7	4.7	4.7	4.7	4.3	2	5.7

INDIVIDUAL PROPOSAL SCORES

All City Management Services, Inc.
License and Insurance | Pass / Fail | 5 Points (5%)
Evaluator 1: Pass
Evaluator 2: Pass
Evaluator 3: Pass
Company Background | 0-10 Points | 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 10

CURRENT VENDOR FOR CITY

Company Experience | 0-10 Points | 20 Points (20%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 10

OVER 40 YEARS OF EXPERIENCE

Staffing, Supervision, and Service Approach | 0-10 Points | 20 Points (20%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 8
Personnel Experience | 0-10 Points | 15 Points (15%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 8
Cost of Services | 0-10 Points | 15 Points (15%)

Evaluator 1: 7
Evaluator 2: 8
Evaluator 3: 9

Business Location | 0-5 Points | 5 Points (5%)
Evaluator 1: 2
Evaluator 2: 2
Evaluator 3: 2

Quality of Submittal | 0-10 Points | 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 10

Emprise Partners LLC
License and Insurance | Pass / Fail | 5 Points (5%)
Evaluator 1: Fail
Evaluator 2: Fail
Evaluator 3: Fail

Company Background | 0-10 Points | 10 Points (10%)
Evaluator 1: 5
Evaluator 2: 7
Evaluator 3: 5

NO CROSSING GUARD EXPERIENCE

Company Experience | 0-10 Points | 20 Points (20%)
Evaluator 1: 5
Evaluator 2: 7
Evaluator 3: 5

NO CROSSING GUARD EXPERIENCE

Staffing, Supervision, and Service Approach | 0-10 Points | 20 Points (20%)
Evaluator 1: 5
Evaluator 2: 7
Evaluator 3: 5

SUBCONTRACTOR STAFFING, SUPERVISION AND TRAINING.

Personnel Experience | 0-10 Points | 15 Points (15%)
Evaluator 1: 6
Evaluator 2: 7
Evaluator 3: 1

NO CURRENT CROSSING GUARD STAFF LISTED

Cost of Services | 0-10 Points | 15 Points (15%)
Evaluator 1: 5
Evaluator 2: 7
Evaluator 3: 7

COST IS IN LINE WITH REQUIREMENTS

Business Location | 0-5 Points | 5 Points (5%)
Evaluator 1: 2
Evaluator 2: 2
Evaluator 3: 2

Quality of Submittal | 0-10 Points | 10 Points (10%)
Evaluator 1: 5
Evaluator 2: 7
Evaluator 3: 8

PROPOSAL REQUIREMENTS MET OR EXCEEDED.

Lone Star Transport Management, Inc

License and Insurance | Pass / Fail | 5 Points (5%)
Evaluator 1: Pass
Evaluator 2: Pass
Evaluator 3: Pass

Company Background | 0-10 Points | 10 Points (10%)
Evaluator 1: 9
Evaluator 2: 6
Evaluator 3: 10

ONE CURRENT CROSSING GUARD CONTRACT

Company Experience | 0-10 Points | 20 Points (20%)
Evaluator 1: 9
Evaluator 2: 6
Evaluator 3: 9

SIX YEARS TOTAL AND THREE YEARS CROSSING GUARD CONTRACT

Staffing, Supervision, and Service Approach | 0-10 Points | 20 Points (20%)
Evaluator 1: 8
Evaluator 2: 6
Evaluator 3: 9

FOUR CROSSING GUARD TRAINERS ON STAFF

Personnel Experience | 0-10 Points | 15 Points (15%)
Evaluator 1: 8
Evaluator 2: 6
Evaluator 3: 8

CROSSING GUARD STAFF EXPERIENCE IS THREE YEARS

Cost of Services | 0-10 Points | 15 Points (15%)
Evaluator 1: 10
Evaluator 2: 8

Evaluator 3: 10

OVERALL PRICE IS VERY COMPETITIVE

Business Location | 0-5 Points | 5 Points (5%)
Evaluator 1: 2
Evaluator 2: 2
Evaluator 3: 2

Quality of Submittal | 0-10 Points | 10 Points (10%)
Evaluator 1: 10
Evaluator 2: 7
Evaluator 3: 10

EXCEEDS REQUIREMENTS

TXPSI, LLC

License and Insurance | Pass / Fail | 5 Points (5%)
Evaluator 1: Pass
Evaluator 2: Pass
Evaluator 3: Pass

Company Background | 0-10 Points | 10 Points (10%)
Evaluator 1: 6
Evaluator 2: 6
Evaluator 3: 5

NO COMPANY YEARS OF EXISTENCE STATED. NO CROSSING GUARD CONTRACTS

Company Experience | 0-10 Points | 20 Points (20%)
Evaluator 1: 6
Evaluator 2: 6
Evaluator 3: 2

NO CROSSING GUARD CONTRACTS OR STAFF LISTED

Staffing, Supervision, and Service Approach | 0-10 Points | 20 Points (20%)
Evaluator 1: 6
Evaluator 2: 6
Evaluator 3: 2

SUPERVISION AND STAFFING MOSEL BUT NO PRACTICAL CROSSING GUARD EXPERIENCE

Personnel Experience | 0-10 Points | 15 Points (15%)
Evaluator 1: 7
Evaluator 2: 6
Evaluator 3: 1

NO CROSSING GUARD EXPERIENCE ALL SECURITY RELATED

Cost of Services | 0-10 Points | 15 Points (15%)
Evaluator 1: 7
Evaluator 2: 5
Evaluator 3: 1

NONE STATED

Business Location | 0-5 Points | 5 Points (5%)
Evaluator 1: 2
Evaluator 2: 2
Evaluator 3: 2

Quality of Submittal | 0-10 Points | 10 Points (10%)
Evaluator 1: 6

I FEEL THIS IS MORE OF A SECURITY - AND LAW ENFORCEMENT ENTITY

Evaluator 2: 6
Evaluator 3: 5

NO CROSSING GUARD EXPERIENCE TO REVIEW

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD

RFP No. RFP 26-099

Crossing Guard Services

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

Wednesday, July 15, 2026

After the careful and thorough review of all responses received to solicitation number RFP 26-099 titled Crossing Guard Services, the City hereby issues this Notice of Intent to Award to the following company:

All City Management Services, Inc.

Sincerely,



Freddy L. Suarez, MPA, CPPB

Procurement Services Director

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026

Agenda Item Name
Piggyback Purchase *Fire Utility Vehicle and Tractor*

Requested Action
Approve, under the Florida Sheriffs Association Contract No. FSA23-EQU21.1 with Crystal Tractor & Equipment, the purchase one Kubota Tractor and one Kubota Utility Vehicle in the total amount of $74,109.

Staff Report

The Procurement Services Department, in coordination with the Fire Department, recommends approval of this action.

To acquire one Kubota Tractor and one Kubota Utility Vehicle, the Procurement Services Department identified a contract from the Florida Sheriffs Association as the most effective procurement method. To ensure transparency, the Procurement Services Department issued a Request for Interest (RFI) No. 26-114 to notify local vendors of the City's intent to purchase under an existing governmental contract. The RFI was posted on the City's website for seven (7) business days. At the conclusion of the posting period, no vendor interest was received. Based on this, staff recommends that the City Council approve the purchase under the Florida Sheriffs Association contract.

The Florida Sheriffs Association contract was awarded through a fully competitive solicitation process and complies with the City of Clermont's Procurement Policy.

The Kubota Tractor will provide the equipment necessary to support the operation and maintenance of the Public Safety Training Facility. The tractor will be utilized for material handling, grading, lifting, ground maintenance, and facility support functions that are routinely required to sustain training operations. Acquiring this capability will improve operational efficiency, reduce dependence on Public Works equipment and personnel, and allow the department to perform routine maintenance activities with internal resources.

The Kubota Utility Vehicle will replace the department's 2003 John Deere Gator, which has reached the end of its service life. The vehicle serves as the department's primary medical response vehicle for the Public Safety Training Facility and community special events, providing rapid transportation of personnel, patients, and equipment across areas not readily accessible by traditional apparatus. Replacing the existing vehicle maintains an essential operational capability while improving reliability and reducing maintenance costs associated with the aging vehicle.

Funding will be determined on a project-by-project basis and allocated from the General Fund account number 10522-66401-22103 and Capital Projects & Expenditures Fund account number 32522-66401.

Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.

Additional Analysis

Fiscal Impact Summary	

The purchases will be funded using existing appropriations within the current fiscal year's Public Safety Training Facility and Capital Projects budgets. Completing the purchase this fiscal year removes the tractor from the FY 2026-2027 capital budget request.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$49,763 $24,346	10522-66401 32522-66401	$200,000 $88,627.94

Exhibits Attached(copies of original agreements)	
1. Clermont FD MX5400HST REVISED 7-9-26	Clermont FD MX5400HST REVISED 7-9-26.pdf
2. Clermont FD RTVX4 7-9-26	Clermont FD RTVX4 7-9-26.pdf
3. RFI 26-114	RFI 26-114.pdf

CRYSTAL TRACTOR & EQUIPMENT

Call Us first, for all of your equipment needs.

www.crystaltractor.com

Corporate Office	1205 NE 5th St Crystal River, FL 34429	**Mailing Address**	PO Box 487 Crystal River, FL 34423
Direct	(863) 260-5969		

PURCHASE QUOTE - 2026

Florida Sheriff's Association Bid #FSA23-EQU21.1
October 1st, 2023 thru September 30th, 2026

DATE 9-Jul-26 PAGE 1 of 2

REQUESTING AGENCY: **Clermont Fire Department**
439 W Hwy 50, Clermont, FL 34711
CONTACT PERSON: **Rick Casler - Assistant Chief**
PHONE NUMBER: **(352) 801-1248**
FAX NUMBER: Email rcasler@clermontfl.org

KUBOTA M5-111HF-1 2WD Ag Tractor
Kubota 4 Cyl Tier 4 Turbo Diesel 105 Hp-89 @PTO/8F-8R Shuttle/ROPS/R-1 Ag Tires

MODEL: **M5-111HF-1** **SPECIFICATION #** ***425*** ***Central***

Base Spec Model with R-1 Tires

Base Spec Color: Kubota Orange – Grey Seats

BASE PRICE: **$52,234.00**

OPTION #	DESCRIPTION	COST
MX5400HST	***Model Downgrade:*** Kubota 4 Cyl Tier $ Turbo Diesel 57 Hp.-46.5@F	-$18,726.00
	ROPS/3-Range HST/Cruise Control/4WD	
AMXR6896	F-Tire 12-16.5 R4STL 6BLT TL2	$522.00
AMXR6897	R-Tire RT Titan17.5L-24 R4 STL 6BLT MXTL2	Included
LA1065A	Kubota Quick Attach Front Loader - Installed	$5,516.00
	Includes: Mounting Kit/Parking Stands/2-Lever QA Coupler	
	Grill Guard/Does Not Include: Valve/Bucket/Rod Leveler	
MX2131	Loader Valve for ROPS	$933.00
380-312A	3rd Valve to Operate Grapple	$1,432.00

MX2140	Level Indicator Rod	$90.00
L2296	72" Quick Attach Bucket (Requires Bolt on Cutting Edge)	$1,346.00
TL1748	72" Bolt on Cutting Edge - Saves Bucket (you'll thank us)	$285.00
L8303	1st Position Rear Remote Valve	$293.00
MX6881	1st Position Rear Lever Kit	$615.00
L8304	2nd Position Rear Remote Valve	$368.00
MX6882	2nd Position Rear Lever Kit	$305.00
	4 Rear Ports Total	
SGC1060	Land Pride 61" 10 Series Quick Attach Grapple	$4,550.00

TOTAL OF OPTIONS:	($2,471.00)
EXTENDED WARRANTY:	
SUB TOTAL	**$49,763.00**

TAX		**State Exempt**	
FLORIDA REGISTRATION		**N/A**	
QTY	**1**	**=**	**$49,763.00**

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments ***Delivery to your facility included.***

Crystal Tractor LLC 82-3081253

VEHICLE QUOTED B ***Scott Bradley, Municipality, Fleet, Government Administrator***
"I Want to be Your Commercial Provider"
scott.bradley@crystaltractor.com
Cell: (863) 381-5771

CRYSTAL TRACTOR & EQUIPMENT

Call Us first, for all of your equipment needs.

www.crystaltractor.com

Corporate Office	1205 NE 5th St Crystal River, FL 34429	Mailing Address	PO Box 487 Crystal River, FL 34423
Direct	(863) 260-5969		

PURCHASE QUOTE - 2026

Florida Sheriff's Association Bid #FSA23-EQU21.1
October 1st, 2023 thru September 30th, 2026

DATE 9-Jul-26 PAGE 1 of 2

REQUESTING AGENCY: **Clermont Fire Department**
439 W Hwy 50, Clermont, FL 34711
CONTACT PERSON: **Rick Casler - Assistant Chief**
PHONE NUMBER: **(352) 801-1248**
FAX NUMBER: Email rcasler@clermontfl.org

KUBOTA RTVX900 Off Road Utility Vehicle - 4WD
Kubota 3 Cyl Diesel 23.3 Hp/ROPS/2-Range VHT-X Transmission/4WD/Standard Cargo Box/ATV Tires

MODEL: **RTVX2-BKH24** **SPECIFICATION #** ***22*** ***Central***

Base Spec Model With ATV Tires

Base Spec Color: Kubota Orange – Grey Seats

BASE PRICE: **$15,907.00**

OPTION #	DESCRIPTION	COST
RTVX4-SKLH-1	***Model Upgrade:*** Kubota Cyl. 23.3 Hp/2-Range VHT-X Transmission	$5,249.00
	Adjustable Cargo Box with seating for 2 or 4 passengers	
	Protective Spray Liner Cargo Box and Footwels/ROPS	
	Heavy Duty Multi Purpose Tires	
77700-VC5043	Black Plastic Canopy	$813.00
77700-V5027	Clear Acrylic Windshield - Folding Option	$544.00
K7591-99610	Turn Signal - Hazard Light Kit	$386.00
77700-V4358	Left & Right Side Mirror 2 @ $66.00	$132.00
77700-VC5057A	4-Way Strobe Flashers	$854.00

77700-VC5056	Roof Mounted Led Strobe	$222.00
77700-VC5080	Multi Wire Harness (Strobe & Flashers)	$239.00

	TOTAL OF OPTIONS:			$8,439.00
	EXTENDED WARRANTY:			
	SUB TOTAL			**$24,346.00**
	TAX		**State Exempt**	
	FLORIDA REGISTRATION		**N/A**	
	QTY	**1**	**=**	**$24,346.00**

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments ***Delivery to your facility included.***

Crystal Tractor LLC 82-3081253

VEHICLE QUOTED B

Scott Bradley, Municipality, Fleet, Government Administrator

"I Want to be Your Commercial Provider"

scott.bradley@crystaltractor.com

Cell: (863) 381-5771

REQUEST FOR INFORMATION

RFI 26-114

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE A TRACTOR AND UTILITY VEHICLE

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: July 16, 2026

DEADLINE FOR QUESTIONS: July 24, 2026

RESPONSE DEADLINE: July 24, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/clermontfl

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to Purchase a Tractor and Utility Vehicle

I. Introduction .....
II. Response Procedures .....
III. Submittal .....

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

Thank you for your interest in doing business with the City of Clermont. Vendors interested in responding to this Request for Information (RFI) are encouraged to carefully review the entire solicitation package prior to preparing and submitting a response.

Hardcopy responses may be delivered to:
City of Clermont Procurement Services Department
685 West Montrose Street, 2nd Floor
Clermont, FL 34711

All respondents must be registered with the Florida Department of State and licensed to conduct business in the State of Florida at the time of submittal.

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase a Tractor and Utility Vehicle

1.2. Contact Information

Ramsey Jimenez
Procurement Manager
685 W Montrose St
Clermont, FL 34711
Email: rjimenez@clermontfl.org
Phone: (352) 241-7353

Department:
Fire

1.3. Timeline

Solicitation Release Date	July 16, 2026
Question Deadline	July 24, 2026, 12:00pm
Response Deadline	July 24, 2026, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont utilizes OpenGov ("Software Administrator"), an e-Procurement System ("Portal") that provides bid notification and solicitation management services to interested vendors and contractors. Through the Portal, vendors can register online to receive notifications of new solicitations, addenda, and award announcements. Registration and participation in solicitations are free of charge, and no fees will be assessed to awarded vendors.

Vendors with internet access are encouraged to review registration options and create an account at:

👉 https://procurement.opengov.com/portal/clermontfl

The City of Clermont utilizes NIGP Commodity Codes within the Portal to notify registered vendors when new projects are posted that correspond to the commodity codes selected in their vendor profile. Vendors are encouraged to keep their profiles and NIGP codes up to date to ensure they receive relevant notifications.

2.2. Cooperative Contract Purchase Notice

This Request for Information (RFI) is issued to notify vendors of the City of Clermont's intent to purchase goods or services through an existing contract established by another government entity. This RFI is **not** an invitation to submit a bid or quote and will remain open for **seven (7) business days**.

If no qualified vendors respond to this RFI, the Procurement Services Department will proceed with utilizing the referenced contract.

Purpose

The purpose of this RFI is to identify any vendor capable of providing the products or services listed below in a timely manner. Responses will assist the City in determining whether comparable options are available in the market.

Contract Information

A. Company Name: Crystal Tractor & Equipment

B. Contract Number and Title: FSA23-EQU21.1 Equipment

C. Length of Contract: through September 30, 2026

D. Product or Service Provided: Kubota RTV-X4 Four-Passenger Utility Vehicle with Emergency Lighting Package Item #22

E. Estimated Annual Expenditure: $24,346

A. Company Name: Crystal Tractor & Equipment

B. Contract Number and Title: FSA23-EQU21.1 Equipment

C. Length of Contract: through September 30, 2026

D. Product or Service Provided: Kubota MX5400HST Utility Tractor with Front Loader and Grapple Kubota RTV-X4 Four-Passenger Utility Vehicle with Emergency Lighting Package Item #22

E. Estimated Annual Expenditure: $24,346

Action Required

If your company is capable of providing any of the products or services listed above, please contact the Procurement Services Director by email at *fsuarez@clermontfl.org* prior to the RFI due date and time to express your interest.

Prospective vendors should submit information describing their company's capabilities and ability to provide the identified product or service. Do not include pricing information.

All responses will be reviewed and evaluated by the Procurement Services Department and the requesting department. These departments will determine whether the product or service offered qualifies as an approved equal to that provided under the referenced contract.

3. Submittal

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026

Agenda Item Name
Piggyback Term Contract *Heavy Truck Mechanical and Electrical Repair Services*

Requested Action
Approval to piggyback the Orange County Public Schools Term Contract No. ITB25105 with Cumberland International Trucks of Florida, LLC to provide heavy truck mechanical and electrical repair services in accordance with the City of Clermont's Procurement Policy.

Staff Report
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified Orange County Public Schools Term Contract No. ITB25105 with Cumberland International Trucks of Florida, LLC, formerly known as Maudlin International Trucks, Inc., as a suitable procurement vehicle for heavy truck mechanical and electrical repair services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial three (3) year term beginning July 29, 2026, with two optional one (1) year renewal periods at the City's discretion. The estimated contract value of the initial term is $180,000, based on anticipated annual expenditures of approximately $60,000. This contract will provide as-needed mechanical and electrical repair services for the City's heavy trucks and applicable fleet vehicles, including diagnostics, repairs, replacement parts, and diesel filter cleaning, with 24-hour response for standard service and same-day response for emergencies. Funding will be allocated on a project-by-project basis by the respective departments from the Sanitation Fund, Account No. 49534-54601, and the General Fund, Account No. 10522-54601. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.

Additional Analysis

Fiscal Impact Summary
These items are included in the current fiscal year approved budget of the Sanitation Fund and General Fund.

Fiscal Impact	Fund Number and Description	Available Budget Amount

$52,000.00 $8,000.00	49534-54601, R&M Vehicles 10522-54601, R&M Vehicles	$243,118.70 $8,091.10

Exhibits Attached(copies of original agreements)	
1. ITB25105 Agreement	ITB25105 Agreement.pdf
2. ITB25105 Pricing	ITB25105 Pricing.pdf
3. ITB25105 Bid Tabulation Summary	ITB25105 Bid Tabulation Summary.pdf
4. ITB25105 Notice of Award	ITB25105 Notice of Award.pdf

Orange County Public Schools

445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

INVITATION TO BID AND CONTRACTOR ACKNOWLEDGEMENT FORM

POSTING DATE: **October 13, 2025**

PROCUREMENT CONTACT & EMAIL:
Beatrice Feliciano
Specialist, Procurement Agent I
Beatrice.Feliciano@ocps.net

BID NUMBER AND TITLE:

ITB25105 School Bus and Heavy Truck Mechanical and Electrical Repair Services

BID DUE DATE & TIME:

November 6, 2025, at 2:00 PM EST

NOTE: RESPONSES RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED

QUESTION DEADLINE:

October 21, 2025, at 2:00 PM EST

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. YOUR RESPONSE WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.

CONTRACTOR LEGAL NAME: Cumberland International Trucks

MAILING ADDRESS: 2110 S. Division Ave

CITY, STATE, ZIP: Orlando, FL 32805

FEDERAL EMPLOYERS' IDENTIFICATION NUMBER (FEIN): 59-3474821

TELEPHONE NUMBER: 407-849-6440

EMAIL: kmorse@cltte.com

AUTHORIZED SIGNATURE: Kirk Morse

TYPE OR PRINTED NAME: Kirk Morse

TITLE: Parts Manager

DATE: 10/23/2025

NOTICE: Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and School Board Rules.

BID SUBMITTAL CHECKLIST

The following documents must be submitted as part of the bid submission:

- ☐ Invitation to Bid and Contractor Acknowledgement – page #1
- ☐ Exhibit A - Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form
- ☐ Exhibit B - Drug-free Workplace Certification
- ☐ Exhibit C - Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- ☐ Exhibit D - Contractor's Statement of Principal Place of Business
- ☐ Exhibit E - Byrd Anti-Lobbying Amendment Certification
- ☐ Exhibit F – Contractor Statutory Compliance Affidavit
- ☐ Exhibit H – Bid Price Sheet in Excel Format
- ☐ **Exhibit I** – Respondent Experience Questionnaire
- ☐ Written statement on letterhead affirming the Contractor has adequate experience, staff, resources, facilities, and equipment required to successfully perform the work
- ☐ Certificate of Insurance
- ☐ If a Florida Corporation, a screenshot of "ACTIVE" status through www.sunbiz.org
- ☐ If a Non-Florida Corporation, a screenshot of "ACTIVE" status from the state in which the business was formed
- ☐ All Addenda (if applicable)

SCOPE OF WORK / SPECIFICATIONS

The purpose of this Bid is to establish a contract to provide competitive pricing for school bus and heavy truck mechanical, electrical repair, and filter cleaning services for The School Board of Orange County, Florida, on an as-needed basis.

1. **Contractor's Experience:** The Contractor shall provide a written statement on its letterhead affirming that the Contractor has adequate experience, staff, resources, facilities, and equipment required to successfully perform the work per the specifications herein.

2. **Licenses & Certifications:** The Contractor shall hold a current occupational license and shall be qualified to perform the work on all equipment, as described herein.

3. The Contractor will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for rejection of the Bid or cancellation of the award. Mechanical and electrical repair services will be utilized on an as-needed basis at the discretion of the Senior Administrator, Fleet Services.

4. **Qualifications:**

   4.1. Respondent should supply a list of at least three (3) client references for contracts successfully performed/delivered by the Respondent within the last five (5) years, immediately preceding the due date of bids for this Invitation for Bids. Respondent must complete the enclosed questionnaire, Exhibit I - Respondent's Experience Questionnaire. Failure to provide this information may be cause for rejection of the response.

   4.2. A minimum of three (3) client references should be verifiable and demonstrate successful performance/delivery. Negative references shall not contribute to the minimum requirement and may result in the offer being deemed non-responsible.

   4.3. Respondents are encouraged to provide additional references beyond the minimum requested references in support of demonstrating qualification.

   4.4. References should be for work substantially similar in scope and specifications satisfactorily completed, and should validate the following capabilities and experience:

   4.5. Services require a 24-hour response time for standard service and same-day service for emergencies.

5. **Acceptance of Commodities and/or Services:** The commodities and/or services to be provided shall be delivered to OCPS in full compliance with the specifications and requirements outlined in this Bid. If the product provided by the Contractor is determined not to meet the specifications and requirements of this Bid, either upon initial inspection or discovered at a later date, the item will be returned at the Contractor's expense. At OCPS's own option, the Contractor shall either provide an approved replacement or provide a full credit for the returned product. The Contractor shall not assess any additional charge(s) for any conforming action taken by OCPS under this clause.

6. **Guarantee & Warranty Requirements:** The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and workmanship and shall promptly correct improper work, without cost to OCPS, within a reasonable period after receipt of notification of such faulty labor and workmanship. Payment in full or otherwise does not constitute a waiver of this guarantee. The guarantee period shall be effective for at least 120 days from completion and acceptance by OCPS.

   All replacement and repair parts and materials shall be covered by the manufacturer's warranty unless failure is a result of improper installation or service.

7. **Operations:** Mechanical and electrical repair services will be performed on-site at OCPS Fleet Service Centers as required unless otherwise agreed upon. The Contractor will provide all labor, supervision, equipment, specialty tools, diagnostic software, and materials (except replacement parts) necessary to perform on-site mechanical/electrical repair work. Work bays and vehicle lifts will be available as necessary. Electric, water, and compressed air will be provided. The operating hours of OCPS Fleet Services Centers are 5:00 AM – 9:30 PM EST Monday through Friday.

Pine Hills Compound	5140 N. Pine Hills Rd. Orlando, FL. 32808
Hanging Moss Compound	6721 Hanging Moss Rd. Orlando, FL. 32807
Lake Nona Compound	8105 McCoy Rd. Orlando, FL. 32822
Apopka Compound	425 North Park Ave. Apopka, FL. 32712
East River Compound	654 Columbia School Rd. Orlando, FL. 32833
Eric Olson Compound	2900 Bear Bryant Dr., Orlando, FL. 32809

All repair work shall return the school buses and heavy trucks to their original equipment manufacturer's specifications using the highest quality materials and workmanship within the industry and in full compliance with the State of Florida Department of Education School Bus specifications.

OCPS shall provide all repair/replacement parts unless otherwise agreed upon. All material costs will be priced at the Contractor's invoice cost/price, plus a percent markup as indicated on the Bid Price Sheet (not to exceed 8%). OCPS reserves the right to request copies of the Contractor's invoices to ensure that the Bid specifications have been met for the original markup material cost. Labor hours for all repairs shall be estimated and invoiced at a "Flat Rate". Subcontracting is permitted under this Bid. The Contractor will be fully responsible and liable for work performed by subcontractors. Subcontractors must meet the requirements of the Contractor's Qualifications section. Upon request of OCPS, the Contractor will provide a list of subcontractors and the scope of work to be performed. OCPS reserves the right to reject the use of any subcontractor. Rejection of any subcontractor will not entitle the Contractor to adjust terms or pricing of this Bid.

8. **Filter Cleaning:** The Contractor shall be capable of Diesel Oxidation Catalyst (DOC) or a Diesel Particulate Filter (DPF) full-service cleaning. A full-service filter cleaning shall include, but not be limited to, the following:

   - Cleaning
   - Shaking
   - Testing
   - Baking
   - Inspection and quality control

GENERAL TERMS AND CONDITIONS

1. **Definitions**
   The School Board of Orange County, Florida, may be referred to as "Board", "School Board", "District," or "OCPS" herein

   The term "Contractor" shall refer to the company, individual, or organization that responds to this Bid and/or is awarded this Bid.

2. **Length of Contract and Renewals:** This Bid intends to establish a contract for an initial period of **three (3) years** from the date of the award by the OCPS School Board with **two (2) additional one-year** renewal options at the same prices, terms, conditions, and specifications upon mutual agreement by OCPS and the Contractor. Renewals must be in writing, with the signature of the Contractor's authorized representative and OCPS.

3. **Cancellation**: OCPS reserves the right to cancel this Invitation to Bid, in whole or in part, when it is in OCPS's best interest. Notice of cancellation will be posted on the OCPS VendorLink site.

4. **Bid Submission**: Bid submittals are due at the date and time indicated on the Contractor Acknowledgement Form or as amended in the form of an addendum issued by Procurement Services.

   All solicitations and supporting documents will be posted on VendorLink at www.vendorlink.ocps.net. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

   It is the sole responsibility of the Contractor to ensure that their Bid response is submitted through VendorLink no later than the time and date specified in the Bid or subsequent addenda. The Contractor is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during the submission of the Bid response, it is the Contractor's responsibility to contact VendorLink technical support at support@evendorlink.com. OCPS shall not be responsible for delays caused by any occurrence. Submittals sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bid submittals may not be withdrawn after the bid due date. All Bid submissions must be transmitted electronically through VendorLink at www.vendorlink.ocps.net. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or. ZIP file formats and printing must be enabled on all files submitted. Once the Bid response is submitted, a confirmation email will be sent with the number and name of the documents uploaded.

5. **Execution of Bid Submittal:** Each Bid submittal must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided. Only the terms and conditions of this Bid, as released by OCPS or amended via addendum, are valid. Any modification to any term or condition by the Contractor is not binding unless it is expressly agreed to in writing by OCPS.

6. **Interpretation of Bid Documents:** No interpretation of the meaning of this Bid document or correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. All requests for an interpretation or clarification of this Bid, and any subsequent addenda, or correction of any apparent ambiguity, inconsistency, or error will be addressed in writing by the OCPS Procurement Services Representative. Inquiries must reference the date of the Bid opening, the Bid title, and the Bid number. Interpretation of the Bid, clarification of Bid specifications, and changes to the Bid shall be communicated by written addenda only. Only the written interpretation or correction given by the Procurement Services Representative shall be binding. Verbal responses shall be considered inadmissible in Bid protest proceedings. Contractors are advised that no other source is authorized to interpret, explain, clarify, or give information regarding the Bid documents. Written addenda shall be signed by the Contractor and returned with the Bid submission. Failure to return such addenda may constitute cause for rejection of a Bid submittal.

7. **Public Records:**

OCPS is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.

7.1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OCPS CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, RECORDS@OCPS.NET, ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P.O. BOX 271, ORLANDO, FL 32802.**

7.2. The Contractor acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by OCPS to perform the scope of services. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to OCPS, all public records in the possession of the Contractor upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record-keeping requirements.

7.3. A request to inspect or copy public records relating to OCPS's contract for services must be made directly to OCPS's Custodian of Public Records. If OCPS does not possess the requested records, OCPS's Custodian of Public Records shall immediately notify the Contractor of the request. The Contractor must provide a copy of the records to OCPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If the Contractor does not timely comply with OCPS's request for records, OCPS shall be able to sue for breach of contract, and the prevailing party shall be entitled to attorney's fees.

7.4. Should the Contractor fail to provide the requested public records to OCPS within a reasonable time, the Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.

7.5. The Contractor shall not disclose public records that are exempt or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of the same if the Contractor does not transfer the records to OCPS. Upon completion, expiration, or termination of this Bid, the Contractor shall transfer, at no cost to OCPS, all public records in its possession or keep and maintain public records required by OCPS to perform the services. If the Contractor transfers all public records to OCPS, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, expiration, or termination of this Bid, the Contractor shall meet all applicable requirements for retaining public records and provide requested records to OCPS under the requirements of this Article. All public records stored electronically must be provided to OCPS in a format that is compatible with the information technology systems of OCPS.

8. **Non-Collusion**: The prices in the Contractor's submittal have been arrived at independently, without consultation, collusion, communication, or agreement to restrict competition, as to any matter relating to such prices with any other Contractor or with any competitor.

9. **Conflict of Interest**: In addition to complete adherence to the requirements provided in Section 112.313, F.S., all Contractors must disclose the name of any officer, director, agent, or representative who is also an employee of OCPS, who knowingly owns, directly or indirectly, any interest of any amount in the Contractor's company, firm, or business, or who derives income of any kind from the Contractor's company, firm or business.

10. **Bid Protests**: Following OCPS School Board Policy DJE and Chapter 120, Florida Statutes, any person who is adversely affected by the terms, conditions, or specifications outlined in this Bid or who is adversely affected by a decision of OCPS concerning the solicitation shall file a Notice of Intent to Protest, in writing within 72 hours after the solicitation document is posted or after the notice of intended decision is posted. A formal written protest shall be filed no later than 10 days after the Notice of Intent to Protest is filed, excluding Saturdays, Sundays, and state holidays. The formal written protest must be accompanied by a protest bond, cashier's check, or money order in the amount of one percent (1%) of the total estimated contract value. The estimated contract value of this Bid is $400,000.00.

    The Notice of Intent to Protest and formal written protest shall be filed at the following address:

    Senior Director, Procurement Services
    445 West Amelia Street
    Orlando, Florida 32801

    The formal written protest shall state, with particularity, the facts and law upon which the protest is based. Failure to file a Notice of Intent to Protest, a formal written protest, or failure to post the bond, cashier's check, or money order within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

11. **No-Contact Period / Lobbying:** Following School Board Policy KCE, During the No Contact Period, no Lobbyist, Principal, Business Associate, Business Entity, Vendor, or other people may lobby a Board Member, the Superintendent, any Procurement Official, or any OCPS employees except (a) any designated Procurement Official or Officials who may be identified in the procurement documents for purposes of receiving questions or clarifications or for receiving bid protests; and (b) a Board Member, the Superintendent, any Procurement Official or any OCPS employee who is lobbied on issues or matters unrelated to the procurement of goods and services which are subject to the No Contact Period.

    The No-Contact Period shall commence on the initial date of the advertisement for this Bid and continue through and include the date the School Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify the Contractor from consideration.

12. **Laws and Regulations**: Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response hereto and shall govern any claims and disputes which may arise between the Contractors submitting a response hereto and OCPS by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

13. **Patents, Copyrights, and Royalties**: The Contractor, without exception, shall indemnify, defend, and hold harmless The School Board of Orange County, Florida, and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the OCPS. If the Contractor uses any design, device, or materials covered by letters, patents, or copyrights, it is mutually agreed and understood without exception, its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

14. **Independent Contractor Relationship:** The Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of OCPS. All persons engaged in any of the work or Services performed under this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship and the relationship of its employees to OCPS shall be that of an independent contractor and not as employees or agents of OCPS. The Contractor does not have the power or authority to bind OCPS in any promise, agreement, or representation.

    Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority, whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

    OCPS, in its absolute discretion, retains the right to reject, bar, or require the replacement of any employee, subcontractor, or agent of the Contractor. Such rejection shall not relieve the Contractor of the obligation to perform all work in compliance with the Bid.

15. **Marketing/Advertising**: By submitting or being awarded this Bid, the Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using OCPS' name, logos, etc., without the express written consent of the District.

16. **Purchases by Other Public Agencies/Piggyback**: With the consent and agreement of the Contractor, purchases may be made under this Bid by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.

17. **Right to Use Existing Contracts / Non-exclusivity**: OCPS reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community colleges/state university system, cooperative agreements, or to directly negotiate/purchase per OCPS policy and/or Rule 6A-1.012, Florida Administrative Code. OCPS also reserves the right to bid separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of OCPS, at any time during this agreement term.

18. **Public Entity Crimes**: Section 287.133(2)(a), F.S., as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity over the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.

19. **Bankruptcy / Insolvency:** At the time of Bid submission, the Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, OCPS may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.

20. **Termination**: OCPS reserves the right to terminate the award as a result of this Bid, or any part herein, without cause or penalty. OCPS will notify the Contractor of the intent to terminate, in writing, a minimum of thirty (30) days before the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the Bid will not relieve the Contractor of any obligations for any deliverables entered into before the termination of the agreement and/or obligations or liabilities resulting from any acts committed by the Contractor before the termination of the agreement.

21. **Right to Reject**: OCPS reserves the right to reject any or all Bid(s), to waive minor irregularities, and/or to accept the Bid(s), which in its sole judgment best serve the interest of OCPS.

22. **Extension**: In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this Bid for the period necessary for OCPS to release, award, and implement a replacement agreement for the commodities and/or contractual services provided in this Bid. Such extension shall be based upon the same prices, terms, and conditions outlined in this Bid.

23. **Method of Ordering**: The Contractor shall only fill orders for commodities and/or services upon receipt of an authorized purchase order issued by OCPS or an OCPS Purchasing Card. All orders will be initiated on an as-needed basis throughout the term of this Bid. Orders shall be promptly filled and delivered to the location specified on the purchase order.

24. **Invoicing:** The Contractor is required to submit all invoices referencing a valid OCPS purchase order number for all payment requests. Unless otherwise noted, invoices shall be mailed directly to The School Board of Orange County, Florida, Accounts Payable, P.O. Box 4984, Orlando, Florida 32802-4984.

    It is the sole responsibility of the Contractor to ensure that an invoice corresponds to its applicable purchase order and to resolve any discrepancies by notifying the point of contact person listed on the attention line under the ship-to area of the purchase order before submitting the invoice for payment.

    Any invoice submitted as a result of the award of this Bid shall be itemized, matching the items on the purchase order. "Lump sum" invoices shall not be submitted and will not be accepted for multiple-line purchase orders.

    An invoice can only reference one purchase order number. Invoices that do not reference valid purchase order numbers will be returned to the Contractor for resolution of the discrepancies and resubmitted. OCPS will only pay the dollar amounts authorized on the purchase order. All statements must reference valid purchase order numbers.

25. **Payment:** OCPS will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by the Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delays in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence.

26. **Availability of Funds:** The obligations of OCPS under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and OCPS.

27. **Contractor's Representative**: The Contractor must provide a point of contact for the term of this Bid to include the name, email address, office telephone, and cell phone numbers of the person(s) to be contacted for the placement of an order, coordination of services, and to address other issues. If the point of contact differs between regular work hours and after-hours, weekends, and holidays, this must be provided. The Contractor must provide OCPS Procurement Services with any updates to

the primary point of contact. OCPS reserves the right to require a change in the Contractor's point of contact at the District's sole discretion.

28. **Assignment**: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by OCPS.

29. **Silence of Specifications**: Any omissions of detail in the specifications stated herein that would render the commodities from use, as specified herein, will not relieve the Contractor from responsibility.

30. **Anti-Discrimination**: The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activity based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.

31. **Equal Employment Opportunity**: OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.

32. **Fingerprinting / Jessica Lunsford Act:** The Contractor and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students, or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S. Any cost associated with compliance with the Jessica Lunsford Act shall be at the sole expense of the Contractor.

    The Contractor and any of its employees providing Services in a classroom with students must be drug tested before the commencement of Services at the sole expense of the Contractor.

33. **Audit and Inspection**: OCPS or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Bid. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this Bid. Documents or records in any form shall be open to OCPS' representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts, or sub-contracts that directly or indirectly pertain to the transactions between OCPS and the Contractor.

34. **Indemnification**: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless OCPS, its board members, employees, and representatives from and against any claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole gross negligence or intentional misconduct of OCPS.

    Nothing in this Bid shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of OCPS' sovereign immunity protection and limitations of liability under Section 768.28, F.S. Any indemnity or assumption of liability by OCPS hereunder shall be subject to OCPS' rights to sovereign immunity and any other limitations of liability provided to OCPS under Florida law.

35. **Governing Law and Venue**: Any actions associated with this Bid will be governed by the laws of the State of Florida. The venue for any litigation involving this Bid shall be in the Ninth Circuit Court in and

for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this agreement. If a legal proceeding is brought for the enforcement of any term of the agreement, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of a non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this agreement shall in all respects be governed by and determined by the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

36. **Preference to Florida Businesses**: Following Section 287.084(1)(a), F.S., when a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive Bid, proposal, or reply, is by a Contractor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the district shall award an equal preference to the lowest responsible and responsive Contractor having a principal place of business within Florida. In a competitive solicitation in which the lowest Bid is submitted by a Contractor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Contractors having a principal place of business in that state, the preference to the lowest responsible and responsive Contractor having a principal place of business in the State of Florida shall be 5 percent.

    A Contractor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Section 287.084(2), F.S.

    The Contractor must complete the form titled "Contractor's Statement of Principal Place of Business" and include it with the Bid submittal.

37. **Contracts and Amendments:** The contents of this Bid and all provisions of the Contractor's submittal shall be considered an agreement and become legally binding. Any changes to the provisions hereinafter awarded must be in writing and signed by both Parties.

38. **Compliance with Laws and OCPS Policies and Procedures**: Contractors are required to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect their work in any manner, including OCPS School Board Policies, which are available for review at https://www.ocps.net/cms/one.aspx?pageId=90745. Failure on the part of the Contractor to be aware of any law, ordinance, rule, or regulation will in no way relieve the Contractor from any responsibility or liability arising from the contract award. The Contractor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements. The Contractor shall abide by all OSHA, NFPA, and ADA regulations about the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression/extinguishers, job site first aid kits, and emergency communication. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor.

    Governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with entities of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and with business entities that engage in forced labor and human trafficking practices, pursuant to Sections 287.1346 and 786.06, Florida Statutes. Pursuant to Contractor's executed Affidavit, attached hereto as Exhibit F, Contractor attests that it is not affiliated with, and it is not an entity of, foreign countries of concern, pursuant to Section 287.138, Florida

Statutes, and that Contractor does not engage in forced labor and human trafficking practices as defined in Sections 287.1346 and 786.06, Florida Statutes.

39. **Certification Regarding Scrutinized Companies:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into, or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

    By submitting a Bid, the Contractor constitutes certification that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) the Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. The Contractor further understands that any Agreement with OCPS for goods or services of any amount may be terminated at OCPS's option if the Contractor (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at OCPS's option if the Contractor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

40. **FERPA:** To the extent Services provided hereunder pertain to the access of student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, the Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold OCPS harmless for any violation of this provision including, but not limited to, defending OCPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon OCPS, or payment of any costs, damages, judgments, or losses incurred by or imposed upon OCPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this agreement and shall remain fully binding upon the Contractor. A separate Non-Disclosure Agreement may be required.

41. **HIPAA, CIPA, and GLBA:** Contractor agrees to comply with all applicable state and federal laws, regulations, and OCPS policies, including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children's Internet Protection Act (CIPA), and the Gramm-Leach-Bliley Act (GLBA).

42. **Florida Department of State, Division of Corporations Registration Requirements:** Contractors who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number and a

screenshot of their "active" status. All registered Contractors must have an active status to be eligible to do business with OCPS. Contractors doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; for example, ABC, Inc. d/b/a XYZ Company.

If the Contractor is not located in Florida, the Contractor must provide their state's document number and a screenshot of their current, date-identified "active" status with their submittal.

43. **State Term Contracts:** Following Section 1010.04, F.S., purchasing agreements, and state term contracts available under Section 287.056, F.S., have been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.

44. **Taxes:** OCPS is exempt from and does not pay Federal Excise or State of Florida Sales taxes.

45. **Confidential, Proprietary, or Trade Secret Material:** If the Contractor considers any portion of the documents, data, or records submitted in response to this Bid to be a confidential trade secret, or otherwise not subject to disclosure under Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Contractor must also simultaneously provide the OCPS with a separate redacted copy of its response. The redacted copy shall contain the OCPS solicitation name, number, and the name of the Contractor on the cover, and shall be clearly titled "Redacted Copy." The Contractor must also include next to each redaction the statutory basis for the exemption. The Redacted Copy shall be provided to OCPS at the same time the Contractor submits its response to the Bid and may only exclude those exact portions that are claimed confidential, proprietary, or trade secret.

    The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Contractor shall protect, defend, and indemnify OCPS for any claims from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

    If the Contractor fails to submit a Redacted Copy with its response, OCPS is authorized to produce the entire documents, data, or records submitted by the Contractor in response to a public records request for these records.

46. **Favored Nation Clause:** Based on similar size and quantity, it is understood that the Contractor is providing OCPS the same or better pricing than other districts and governmental agencies. If, during the term of this agreement, OCPS identifies better pricing for the same item, the Contractor agrees to offer the District the reduced price.

47. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemic, pandemic, quarantine, riots, civil commotion, acts of government authorities, changes in laws or regulations strikes, or other labor disputes, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense.

48. **Report of Unsatisfactory Products and/or Services:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this Bid. The report may become an important part of the Contractor's history. The report and process will assist OCPS in determining whether there is a continuing pattern of problems that may need to be addressed through termination of the contract and/or suspension of the Contractor from future Bidding.

49. **E-Verify:** By submitting a Bid response with OCPS, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statute, "Employment Eligibility." Further, by execution of this Agreement, the Contractor affirms and represents that it is registered with, and uses the E-Verify

system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

50. **Data Breach:** Contractor agrees to comply with the State of Florida Database Breach Notification Act outlined in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), the Contractor will notify OCPS immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals by applicable law. The Contractor agrees to indemnify, hold harmless, and defend OCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

51. **Mandatory Disclosure of Confidential Information:** If either party becomes compelled by law or regulation (including securities laws) to disclose any information that applicable law or this Agreement requires to be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedies. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.

52. **Remedies for Disclosure of Confidential Information:** Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond concerning any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

53. **Safekeeping and Security:** As part of the services provided under this Agreement, the Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued by OCPS to Contractor's employees, agents or subcontractors, if any. The Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of the Contractor's personnel to have access to any OCPS facility, records, or data of OCPS if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. The Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years to verify the above. The Contractor shall ensure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without the prior written consent of OCPS.

54. **Request for Additional Protection:** From time to time, OCPS may reasonably request that the Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is maintained will be mutually agreed upon by the

parties in a written amendment to this Agreement. The Contractor shall not unreasonably decline OCPS' request.

55. **Notice of Prohibition Against Considering Social, Political, or Ideological Interests**: Pursuant to Section 287.0501, F.S., OCPS may not:
(i) Request documentation of or consider a Contractor's social, political, or ideological interests when determining whether a Contractor is a responsible Contractor; or
(ii) Give preference to a Contractor based on the Contractor's social, political, or ideological interests.

56. **Notice:** Whenever either Party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this bid document as its place for receiving notice, and OCPS designates the following address for such notice:

The School Board of Orange County, Florida
Attention: Procurement Services
445 West Amelia Street
Orlando, FL 32801
Telephone: 407-317-3988
Email: procurement@ocps.net

SPECIAL CONDITIONS

1. **Award:** Award shall be made to the lowest, responsive, responsible Contractor(s), meeting the specifications, with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to OCPS needs, delivery terms, qualifications, and past performance. OCPS reserves the right to make multiple awards in its best interest.

   OCPS reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof; to reject any and/or all Bids, and to waive any minor irregularity or technicality. Payment discounts will not be considered for Bid evaluation purposes, but may be considered in the event of a tie.

2. **Secondary Quoting:** OCPS reserves the right to obtain quotes from all awarded Contractors as defined in OCPS School Board policy DJB, Purchasing Procedures. OCPS reserves the right to request additional itemized supporting documentation for materials, labor, equipment rental, and subcontracting as deemed necessary.

3. **Price Reduction:** If, from the date of the Bid due date, the Contractor bids the same products at a lower price than offered to OCPS or reduces the bid price of the product, the lowest of these reduced prices will be extended to OCPS. If, during the course of the contract, the manufacturer or distributor reduces the price on the awarded item(s), OCPS reserves the right to receive the lowest price offered on the open market.

4. **Price Adjustments:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this Bid, OCPS will consider a price adjustment requested in writing by the Contractor. Upon receipt of a Contractor's written request for a price adjustment, OCPS will consider a pricing adjustment based on the following conditions:

   A. There is a verifiable price increase of the goods or services to the Contractor.
   B. The price increase is reasonable and supported by third-party documentation such as manufacturers' or distributors' price changes or changes in industry-related indices.
   C. The Contractor shall submit the above information to OCPS Procurement Services thirty (30) calendar days before the effective date of the price increase. Approval of a pricing increase is at the sole discretion of OCPS.
   D. Any purchase orders issued by OCPS before the approval of the price increase will not be modified.
   E. Contractor shall not be entitled to an automatic increase in labor rates due to the minimum wage increase without providing a request for adjustment at a minimum of 30 days before the effective change.

   The Senior Director of Procurement Services will review the information to determine if it is in the best interest of OCPS to adjust the pricing in conjunction with the Contractor's effective date of the price increase. OCPS reserves the right to deny any requests for price increases.

5. **Labor Rate:** The labor rate submitted by the Contractor shall be billed to OCPS and shall be inclusive of all labor expenses, including, but not limited to, full compensation for the Contractor's labor and any other cost, including overhead. Billable time will start once the Contractor's personnel arrive at the OCPS, which the work is to be performed. OCPS will not pay for travel time to any OCPS site.

6. **Material Markup:** If the Contractor is required to provide materials for the service(s), OCPS shall be billed the actual price the Contractor paid for the items plus the percentage markup awarded. The materials markup shall not exceed **8%**. OCPS reserves the right to furnish materials to the Contractor(s) or purchase materials through Owner Direct Purchase.

OCPS shall require the Contractor to provide an itemized list of all materials used in the performance of this Bid and reserves the right to audit the Contractor's invoices from the manufacturer for materials used in the performance of this Bid.

7. **Discount:** Percentage discounts shall be discounts from the Manufacturer's Suggested Retail Price (MSRP). All quotes provided to OCPS must clearly identify the OCPS purchase price and the percentage discount. OCPS reserves the right to request reports of purchases made to verify the contracted discounts are applied.

8. **Manufacturer's Name and Approved Alternates**: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and are not intended to limit competition. If the Bid allows equivalent products, the Contractor shall indicate with the Bid submission the manufacturer's name and model number and complete specifications. OCPS reserves the right to determine acceptance of item(s) as an approved alternate. Bid submittals that do not comply with these requirements may be subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed, or is no longer available and has been replaced with a new updated model and specifications, the Contractor shall notify OCPS Procurement Services in writing.

9. **Manufacturer's Certification**: OCPS reserves the right to request all manufacturers' certifications at any time throughout the term of this Bid.

10. **Safety Data Sheet**: A Safety Data Sheet (SDS) must be submitted with the Bid submittal for all hazardous materials and chemicals or at the request of OCPS. Failure to submit the required SDS may be a cause for rejection of the Bid submittal.

11. **Facilities**: OCPS reserves the right to inspect the Contractor's facilities at any time with or without prior notice and may use the information obtained in determining whether the Contractor is responsible for the performance of this Bid.

12. **Inspections and Testing.** OCPS will have the right to expedite, inspect, and test any of the goods or services covered under this Bid. All goods or services are subject to OCPS's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, will not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege OCPS may have because of the use of defective or unsatisfactory goods or work.

13. **Stop Work Order:** OCPS may at any time, by written notice to the Contractor, stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. OCPS may subsequently either cancel the stop work order, resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.

14. **Delivery:** The Contractor shall be responsible for the delivery of all items in good condition at the delivery location on each purchase order. Deliveries shall be made during OCPS' normal operating hours. There will be no deliveries made on Saturdays, Sundays, or holidays unless coordinated with the Contractor in advance. It shall be the responsibility of the Contractor to coordinate the job site delivery and placement of materials required for the completion of the project with the assigned OCPS representative. The Contractor shall file with the carrier all claims for breakage and other losses. OCPS shall document packages that are not received in good condition. In the event the commodities and/or contractual services are found to be defective or do not conform to specifications, OCPS reserves the right to cancel the order upon written notice to the Contractor and return the product at the Contractor's expense.

15. **Freight Terms**: Bid prices shall include inside delivery, Free on Board (F.O.B.) destination, freight prepaid, and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving site designated on the purchase order. The Contractor pays all freight-related charges, owns goods in transit, and files any claims.

16. **Quantities**: Any quantities identified in this Bid are estimates only and in no way obligate OCPS to purchase these amounts. OCPS reserves the right to renegotiate prices if, at any time during the term of the agreement, OCPS purchases more than the estimated quantities in this Bid. The award resulting from this Bid will be for Indefinite Delivery, Indefinite Quantity (IDIQ).

17. **Warranty:** All goods and services furnished by the Contractor relating to and under this Bid will be warranted to be free of defects, meet or exceed the specifications contained herein, and fit for the intended use. In the event of a breach, the Contractor will take all necessary action, at the Contractor's expense, to correct such a breach in the most expeditious manner possible.

18. **Bid Bonds:** Bid bonds, when required, shall be submitted with the Bid submittal in the amount specified. Bid bonds will be returned to un-awarded Contractors.

19. **Performance Bonds:** A performance bond may be required for certain services as determined by OCPS throughout the term of this Bid. OCPS shall notify the Contractor in advance of this requirement.

20. **Protection of Persons and Property:** Precautions will be exercised at all times for the protection of persons and property. Barricades will be provided by the Contractor at its expense when work is performed in areas traversed by persons or vehicles. The Contractor shall conform to any safety requirements deemed necessary by the Occupational Safety and Health Administration (OSHA) requirements and by the OCPS Representative to ensure the safety of all students, staff, and community members.

    The Contractor shall at all times guard from damage or loss to property of OCPS and shall replace or repair any loss or damage unless such is caused by OCPS, other Contractors. OCPS may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor or its agents.

21. **Removal of Debris:** The Contractor shall be responsible for the prompt removal of all debris from the worksite that is a result of its activities. The Contractor shall not use the trash receptacles located on OCPS property. Any debris left at the worksite must be removed within 24 hours' notice from OCPS. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, or worksite hazards.

22. **Site Access:** To the extent services awarded under this Bid require the Contractor to be provided keys or security access badges by the district, if these items are lost, the Contractor will be responsible for the entire cost of replacement keys and the cost to rekey the site. For security purposes, the Contractor shall report the lost or stolen key to OCPS Asset Protection immediately so that OCPS may take steps to secure the location.

INSURANCE REQUIREMENTS

At its sole expense, the Contractor shall maintain the following insurance during the term of this Bid, and such insurance will apply to the Contractor, its employees, agents, and subcontractors.

1. Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any claims for property damage and bodily injury, including death, from its premises, operations, and products, in an amount not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. This policy must be endorsed or include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured using language equivalent to ISO CG 20 10 4/13 and CG 20 37 4/13.

2. Automobile Liability insurance, including all owned, non-owned, and hired vehicles when used in conjunction with providing Services outlined in this Bid, for property damage and bodily injury, including death, in an amount not less than One Million Dollars ($1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.

3. Workers' Compensation insurance in statutory amounts and Employers' Liability in an amount not less than One Million Dollars ($1,000,000) for each accident/disease. This insurance shall apply to all Contractor's employees who will be engaged in the performance of the services in this Agreement.

4. The Contractor agrees to the following as it relates to its obligations and the insurance requirements herein this Bid:

    4.1. Insurance Verification: All Contractors are required to prove their capacity to provide the required insurance as outlined in this Bid. The Contractor is required to provide in its response to this Bid a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above-required insurance. If awarded, the Contractor will then be required to name The School Board of Orange County, Florida, as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of the award.

    4.2. The Contractor agrees that no services shall begin until proof of insurance is received by OCPS. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this Bid. Upon a reasonable request, the Contractor agrees to provide OCPS with a copy of its insurance policies, forms, and endorsements in its entirety.

    4.3. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) or higher.

    4.4. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.

    4.5. The Contractor shall notify OCPS' Risk Management Department within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on the above-required insurance.

    4.6. To the extent permitted by law, the Contractor's insurance shall contain an endorsement or language waiving any rights to recover from OCPS or its insurance. To the extent that the waiver does not respond (whether failure to comply is the Contractor, its agent, or carrier error), the Contractor shall be liable for the costs and expenses incurred by OCPS had such waiver applied.

4.7. Any required insurance that the Contractor self-insures or carries retentions in over Ten Thousand Dollars ($10,000) shall be pre-approved by OCPS's Risk Management Department and referenced in an addendum to this Bid. To the extent any required insurance carries a deductible or self-insured retention (whether with or without OCPS approval), the Contractor shall be responsible for paying claims and expenses within the deductible or self-insured retention on behalf of OCPS (as an additional insured) or reimburse OCPS, when such above required insurance would respond had no deductible or retention been in place.

OFFICE OF BUSINESS OPPORTUNITY PARTICIPATION GUIDELINES

OCPS is committed to increasing the number of qualified minority, women, and veteran-owned Contractors who wish to provide products and services to OCPS.

For information regarding the District's MWBE, LDB, or VBE programs and/or for LDB certification, contact The Office of Business Opportunity at (407) 317- 3739 or visit www.obo.ocps.net.

OCPS has established the following goals for participation:

- Minority or Women-Owned Business Enterprises (MWBE) - 12%
- Local Developing Businesses (LDB) - 10%
- Veteran Business Enterprises (VBE) - 3%

Minority or Women-Owned Business Enterprises Participation may be provided through the following elements:

- **Business with MWBE and/or LDB and/or VBE ownership:** The amount of participation for this element, where the company is certified by agencies accepted by the OCPS as indicated below, the total amount of the order shall be used as the amount of participation.

  MWBE, LDB, and VBE Contractors must submit valid proof of certification with the Bid response from one of the following entities:

  - City of Orlando
  - Orange County Government
  - The State of Florida
  - The National/Florida Minority Supplier Development Council (NMSDC/FMSDC)
  - The Women Business Enterprise National Council (WBENC)

  Each LDB Contractor must submit a valid LDB letter of certification issued by one of the following entities:

  - The Greater Orlando Aviation Authority
  - Orange County Public Schools LDB Certificate

  Each VBE firm shall submit a valid VBE certification issued by one of the following entities:

  - The State of Florida
  - The United States Department of Veterans Affairs, through the Center for Verification and Evaluation (CVE)

- **Sub-contractor participation:** Purchase of products and/or services obtained from minority/women distributors or manufacturers. The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed Office of Business Opportunity MWBE/LDB/VBE Subcontractor form. Firms not committing to sub-contracting should so indicate this on the form.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining the status of MWBE, LDB, and VBE participation by the Contractor shall be with the OCPS Office of Business Opportunity. After Bid responses have been evaluated, the Office of Business Opportunity will review the submitted documents to determine whether the Contractor has complied with the participation goals contemplated herein.

The Contractor must demonstrate to the satisfaction of the OCPS Office of Business Opportunity before the award of the Bid, and throughout the term of the Bid, that the Contractor is complying with the goals for MWBE, LDB, and VBE participation.

If at any time, before or after the award of the Bid, the Contractor determines that they will be unable to comply, the Contractor may request an evaluation of Good Faith by the OCPS Office of Business Opportunity. The Office of Business Opportunity will analyze to verify that the Contractor has made diligent, good faith efforts to meet the goals for MWBE, LDB, and VBE participation, but due to circumstances beyond its control, the Contractor can't comply.

Exhibit A

Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form

OCPS has established annual participation goals for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs), and Veterans Business Enterprises (VBEs). To calculate the MWBE, LDB, and VBE participation percentages, only those dollars awarded to certified MWBE, LDB, and VBE Contractors will be utilized. Monies contracted or subcontracted to MWBE, LDB, and VBE Contractors are included in the calculation. As a result, Contractors are asked to include certified MWBE, LDB, and VBE subcontractor participation information below. If the Contractor has questions regarding a subcontractor's certification, they may contact the OCPS Office of Business Opportunity at (407) 317-3739.

Overall percent of MWBE Subcontractor Participation expected:

Overall percent of LDB Subcontractor Participation expected:

Overall percent of VBE Subcontractor Participation expected:

Please complete the following table by indicating the name of the subcontractor, whether or not they are an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the subcontractor, the anticipated dollar value, and the anticipated percent of the contract value.

Subcontractor	MWBE and/or LDB and/or VBE	Type of Work/Material	$ Value	% of Contract Value

The Contractor agrees to supply all subcontractor payment information to the OCPS Office of Business Opportunity. The due date and report format will be established upon award of the Bid.

Cumberland International Trucks
Contractor Name

Kirk Morse Parts Manager
Name and Title of Authorized Representative

Kirk Morse
Signature

10/23/2025
Date

Exhibit B

DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid submittals, which are equal concerning price, quality, and service, are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors has a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available, on any person who is so convicted.

6. Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Cumberland International Trucks
Contractor Name

Kirk Morse Parts Manager
Name and Title of Authorized Representative

Kirk Morse
Signature

10/23/2025
Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if, at any time, the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Exhibit C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants' responsibilities.* The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE PREVIOUS PAGE *****

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of the agency.

(2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Cumberland International Trucks
Contractor Name

Kirk Morse Parts Manager
Name and Title of Authorized Representative

Kirk Morse
Signature

10/23/2025
Date

Exhibit D

CONTRACTOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

Name of Contractor: Cumberland International Trucks

Identify the state in which the Contractor has its principal place of business: Florida

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify the political subdivision (county or municipality) in which the Contractor has its principal place of business:

NOTE: Section 287.084(2), F.S. states that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES
(To be completed by the Attorney for an Out of State Contractor, please select one)

☐ The Contractor's principal place of business is in the State of Florida and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES
(To be completed by the Attorney for an Out of State Contractor, please select one)

☐ The Contractor's principal place of business is in the political subdivision of _____and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of the out-of-state Contractor's attorney: _____

The printed name of the out-of-state Contractor's attorney: _____

Address of the out-of-state Contractor's attorney: _____

_____

Telephone number of out-of-state Contractor's attorney: _____

Email of out of state Contractor's attorney: _____

Attorney's state(s) of bar admission: _____

Exhibit E

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding $100,000)

The undersigned company certifies to the best of its knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Cumberland International Trucks
Contractor Name

Kirk Morse Parts Manager
Name and Title of Authorized Representative

Kirk Morse
Signature

10/23/2025
Date

Exhibit F

CONTRACTOR'S STATUTORY COMPLIANCE AFFIDAVIT
With
Florida Statutes §287.138, Contracting with Entities of Foreign Countries of Concern
§787.06, Coercion for Labor or Services
And
§287.1346, Provision of Commodities Produced by Forced Labor

Before me, the undersigned authority, personally appeared, Kirk Morse (Affiant), who, after being duly sworn, deposes and states:

I am a member of Senior Management or an officer of the business entity identified below, currently serving as its Parts Manager (Title or Role).

I am over eighteen years of age, I have personal knowledge of the matters set forth herein, and I am authorized to provide this Affidavit on behalf of the business entity identified below.

I hereby acknowledge on behalf of the business entity identified below that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with entities of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and with business entities that engage in forced labor and human trafficking practices, pursuant to Sections 287.1346, and 786.06, Florida Statutes.

Business Legal Name:	Cumberland International Trucks
Business Legal Address:	2110 S. Division Ave
	Orlando, FL 32805
Business Taxpayer Identification Number (TIN):	58-8012108719-8

I hereby certify that:

X	My business is not owned by a foreign country of concern, as defined by Section 287.138(1)(a), Florida Statutes.
X	No foreign country of concern has a controlling interest in my business, as defined by Section 287.138(2)(b), Florida Statutes.
X	My business is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by Section 287.138(2)(c), Florida Statutes.
X	My business does not engage in forced labor practices, as defined by Section 287.1346, Florida Statutes.
X	My business does not engage in human trafficking, as defined by Section 787.06, Florida Statutes.

X	My business does not employ or engage any person who performs any of the activities in Section 787.30, Florida Statutes.

I am aware that, in addition to criminal penalties for perjury for providing false information in this Affidavit, the business' failure to comply with the requirements of Sections 287.1346 and 287.138, and Chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this Affidavit, I agree that I will notify OCPS's Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made in this Affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of Sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of any contract with my business.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed and Delivered on this 23 day of October, 2025.

BY: Kirk Morse
Signature of Affiant

Kirk Morse
Printed Name

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ Physical Presence or ☐ Online Notarization this 23rd day of October, 2025, by Kirk Morse, who is personally known to me or ☐ Produced Identification. Type of Identification Produced: _____.

Notary Public State of Florida
Terry M Hibbett
My Commission HH 478274
Expires 4/8/2028

Terry M. Hibbett
Notary Public
Print Name: Terry M. Hibbett
My Commission Expires: 4/8/2028

Exhibit G

FEDERAL GRANTS TERMS AND CONDITIONS

For any services or goods purchased under this Bid that involve, receive, or utilize Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award, and the Contractor accepts and acknowledges that it is and will continue to follow said terms and conditions for the term of the award:

1. **Illegal Alien Labor:** The Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Contractor must not knowingly employ unauthorized aliens, and should such a violation occur shall be cause for cancellation of the contract. The Contractor and its subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.

2. **Recovered Materials (2 CFR §200.322) applies to all contracts greater than $10,000:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. **Federal Drug-Free Workplace:** The Contractor agrees to comply with the drug-free workplace requirements for federal contractors under 41 U.S.C.A. § 8102.

4. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if the contract is greater than or equal to $100,000:** The Contractor certifies that it has filed the required certification and that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

5. **Davis Bacon Act:** For federally funded projects, the Contractor must comply with all federal rules and regulations including those defined in the Davis Bacon Wage Rate Act, the federal Education Department General Administrative Regulations (EDGAR), and those acts referred to by EDGAR, such as the Copeland Anti-Kickback Act (29 C.F.R. Part 3) and the Contract Work Hours and Safety Standards Act (28 C.F.R. Part 5).

6. **Energy Efficiency / Conservation (42 U.S.C. 6201):** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, apply to contracts and subgrants in excess of $150,000.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify OCPS concurrently within 30 days of notice of the violation.

8. **Debarment and Suspension:** The Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. In accordance with 2 CFR part 180, which implements Executive Orders 12549 and 12689. Furthermore, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

9. **Equal Employment Opportunity** During the performance of this Bid, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

   d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   e. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Bid may be canceled, terminated, or

suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit I - RESPONDENT EXPERIENCE QUESTIONNAIRE

Provide at least THREE (3) references within the past FIVE (5) years for customers whom you provide the same or similar products or services.

CUSTOMER REFERENCE	
Company or Agency Name:	COCA COLA
Contact Person:	LUIS LOPERENA
Contact E-mail:	LLoperena@cocacolaflorida.com
Contact Phone:	407-374-4051
Customer Since (Date):	1980's
Number of Years Doing Business With:	40
Description and Value of Work:	SERVICE AND PARTS WORK
CUSTOMER REFERENCE	
Company or Agency Name:	WALT DISNEY WORLD
Contact Person:	RAFAEL COSME
Contact E-mail:	rafael.diaz.cosme@disney.com
Contact Phone:	407-934-6357
Customer Since (Date):	1980's
Number of Years Doing Business With:	40
Description and Value of Work:	SERVICE AND PARTS WORK
CUSTOMER REFERENCE	
Company or Agency Name:	NTS WORK ZONE
Contact Person:	NORBERTO FRED
Contact E-mail:	NORBERTOFRED@NTSAFETY.COM
Contact Phone:	407-854-9949 EXT 2802
Customer Since (Date):	2021
Number of Years Doing Business With:	4
Description and Value of Work:	SERVICE AND PARTS WORK

CUSTOMER REFERENCE	
Company or Agency Name:	
Contact Person:	
Contact E-mail:	
Contact Phone:	
Customer Since (Date):	
Number of Years Doing Business With:	
Description and Value of Work:	

CUSTOMER REFERENCE	
Company or Agency Name:	
Contact Person:	
Contact E-mail:	
Contact Phone:	
Customer Since (Date):	
Number of Years Doing Business With:	
Description and Value of Work:	

CUSTOMER REFERENCE	
Company or Agency Name:	
Contact Person:	
Contact E-mail:	
Contact Phone:	
Customer Since (Date):	
Number of Years Doing Business With:	
Description and Value of Work:	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Processing Department	
Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 200 Carmel IN 46032	PHONE (A/C, No, Ext): (317) 846-5554	FAX (A/C, No): (317) 846-5444
	E-MAIL ADDRESS: trkdlrcerts@shepherdins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Group	11150
INSURER B : The Travelers Prop Cas Ins Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cumberland International Trucks of FLorida, LLC
Cumberland Idealease
2110 S Division Avenue
Orlando FL 32805

COVERAGES **CERTIFICATE NUMBER:** CL2592980124 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ZACAT9290403	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Garage Liab [X] PIP $10,000	Y	Y	ZACAT9290403	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garage Liability Limit:	$ 2,000,000 $ $ $ $ 2,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-A7599368-25-NF	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	ZAWCI9429909	10/01/2025	10/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garagekeepers (Direct Primary)			ZACAT9290403	10/01/2025	10/01/2026	Garagekeepers Limit: Comp/Collision Ded:	$1,000,000 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The School Board of Orange County, Florida, its board members, employees, and representatives are additional insureds per written contract or written agreement for covered autos liability per form CA2048 10/13. The School Board of Orange County, Florida, its board members, employees, and representatives as additional insureds when agreed in writing in a contract or agreement for general liability "your operations" (including ongoing and completed ops liability/worked you performed) per form 00ML020700 11/03. Insurance is on a primary and noncontributory basis for general/auto liability per form CA0449 11/16. A waiver of subrogation in favor of The School Board of Orange County, Florida, its board members, employees, and representatives as additional insureds for general/auto liability when agreed per written contract or written agreement per form CA0444 10/13. Auto Dealers Coverage form includes hired auto physical damage, $100,000 maximum limit (ACV of Cost of Repair, whichever is less) - $100 comp/$500 collision

CERTIFICATE HOLDER

School Board of Orange County, Florida Attn: Risk Management
445 West Amelia Street
Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erin Mercurio

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AGENCY CUSTOMER ID: 00013689

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Shepherd Insurance, LLC.	Cumberland International Trucks, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

deductible – per vehicle. Workers Compensation policy includes Stop Gap (Employers Liability) Coverage for Monopolistic States $1,000,000 per form WC000303C 10/04. A waiver of subrogation as agreed per written contract or written agreement is included on the Workers Compensation per form WC000313 04/84. Cyber Liability Policy #CYB10794552800 term 01/01/2025 - 01/01/2026 (Corvus Insurance) Policy Aggregate Limit $3,000,000. All in accordance with the policy terms, conditions and exclusions.

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Additional Named Insureds

Other Named Insureds

Minor Holdings, LLC

TKM Real Estate, LLC

Idealease Services, Inc. & It’s Affiliates

Cumberland International Trucks, Inc.

Minor Biz Holdings, LLC

Maudlin International Parts & Service of Palm Bay, LLC

TMRG, LLC

TCM Real Estate, LLC

Cumberland Vehicles, LLC

Cumberland Equipment, LLC

William T. Minor Revocable Trust

Kristin L. Minor Revocable Trust

William T. Minor Dynast Trust

Cumberland International Trucks of Florida, LLC

TDM Real Estate, LLC

CBM Real Estate, LLC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cumberland International Trucks, Inc.

Endorsement Effective Date: 10/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALER COVEAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

A. Section II - General Liability Coverages, Paragraph D. Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your operations;
2. Arising out of your “products” or “work you performed” or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section ll – General Liability Coverages, Paragraph F. Limits Of Insurance – General Liability Coverages:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

Issued By:
Endorsement Number:
Policy Number: ZACAT9290402

Named Insured: Cumberland International Trucks, Inc.
Endorsement Effective Date: 10-1-2025



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	**Cumberland International Trucks, Inc.**
Endorsement Effective Date:	**10/01/2025**

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER: ZAWCI9429908

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS AGREED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. ZAWCI9429908 Endorsement No.

Insured CUMBERLAND INTERNATIONAL TRUCKS, INC.
CUMBERLAND IDEALEASE
TMRG, INC.
MAUDLIN INTERNATIONAL TRUCKS DBA CUMBERLAND INTERNATIONAL
MAUDLIN INTERNATIONAL PARTS AND SERVICE OF PALM BAY LLC
CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA, LLC

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 10-01-2025

Countersigned By _____

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POLICY NUMBER: **ZAWCI9429908**

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

ND **WA** **WY**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-25** Policy No. **ZAWCI9429908** Endorsement No.

Insured **CUMBERLAND INTERNATIONAL** Premium $ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE: **10-01-2025**

WC 00 03 03 C
(Ed. 10-04)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 003

Policy Number: ZACAT9290402

Named Insured: CUMBERLAND INTERNATIONAL

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-25

Docusign Envelope ID: 54E3C2A8-05CE-47E1-8A0F-8BC06F1F8648

Orange County Public Schools

445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

ADDENDUM NO. 1

October 23, 2025

ITB25105 School Bus and Heavy Truck Mechanical and Electrical Repair Services

The original Invitation To Bid (ITB) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

This addendum is being issued to address questions that have been received.

The following are questions and answers regarding the solicitation as mentioned above:

1. **Question:** Would a Workers' Compensation exception be accepted to meet this requirement?
   Answer: Yes, if you provide a Workers' Compensation Letter of Exemption from the State of Florida, we will collect it as documentation.

If you should have any questions regarding this addendum, please do not hesitate to contact Beatrice Feliciano, the Procurement Services team member responsible for this solicitation, at Beatrice.feliciano@ocps.net or by phone at 407-317-3200 ext. 200-2417.

Sincerely,

DocuSigned by:
Cassandra Palm
A5B11AB85E3E437...
Cassandra Palm, NIGP-CPP, CPPO, CPPB
Director, Procurement and Contracting

Acknowledgment of Addendum No. 1 by Contractor
The Contractor hereby acknowledges receipt of the following Addendum:

This addendum shall be completed and signed by an authorized representative and returned with the solicitation submittal. The Acknowledgement of the Addendum receipt will become an integral part of the solicitation document. In acknowledging receipt of this Addendum, the undersigned understands and accepts the foregoing solicitation changes and clarifications.

All other bid terms, conditions, and specifications as originally issued remain unchanged.

KIRK MORSE	PARTMANAGER
Officer (or Principal)	Title
[signature]	10/24/2025
Signature	Date
CUMBERLAND INT'L TRUCKS	2110 S. DIVISION AVE
Company Name	Address
407-849-6440	
Telephone Number	Fax Number

Exhibit H
Orange County Public Schools
Procurement Services
Bid Price Sheet

Bid Title: School Bus and Heavy Truck Mechanical and Electrical Repair Services
Bid #: ITB25105
Contractor Name: Cumberland International Trucks
Enter your information in the yellow cells

Item #	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
Lot 1: IC Corporation Buses					
1	Regular Hourly Rate for IC Bus Mechanical Repairs	Hour	250	$170.00	$ 42,500.00
2	Regular Hourly Rate for IC Bus Electrical Repairs	Hour	250	$ 206.00	$ 51,500.00
3	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		ational Fleet Prici	National Fleet Pricing
				Lot 1 Total:	$ 94,000.00
Lot 2: Thomas Built Buses					
4	Regular Hourly Rate for Thomas Built Buses Mechanical Repairs	Hour	250	$ 170.00	$ 42,500.00
5	Regular Hourly Rate for Thomas Built Buses Electrical Repairs	Hour	250	$ 206.00	$ 51,500.00
6	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%			0%
				Lot 2 Total:	$ 94,000.00
Lot 3: BlueBird Buses					
7	Regular Hourly Rate for BlueBird Buses Mechanical Repairs	Hour	250	$ 170.00	$ 42,500.00
8	Regular Hourly Rate for BlueBird Buses Electrical Repairs	Hour	250	$ 206.00	$ 51,500.00
9	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%			0%
				Lot 3 Total:	$ 94,000.00
Lot 4: DPF/DOC CleaningService					
10	DPF Cleaning	Each	15	$ 206.00	$ 3,090.00
11	DOC Cleaning	Each	15	$ 206.00	$ 3,090.00
				Lot 4 Total:	$ 6,180.00
Lot 5: HeavyTruck RepairService					
12	Regular Hourly Rate for Heavy Truck Mechanical Repairs	Hour	250	$ 170.00	$ 42,500.00
13	Regular Hourly Rate for Heavy Truck Electrical Repairs	Hour	250	$ 206.00	$ 51,500.00
14	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		ational Fleet Prici	National Fleet Pricing
				Lot 5 Total:	$ 94,000.00
				Total Bid Price	$ 382,180.00

Bid Tabsheet

ITB25105 School Bus and Heavy Truck Mechanical and Electrical Repair Services

	Florida Transportation Systems, Inc.	Matthews Bus Alliance, Inc.	Maudlin International Trucks, Inc.	Reliable Transmission Service	Rush Truck Centers of Florida, Inc.	SOS Diesel Mechanical Services, Inc.	Sun State International Trucks, LLC
ITB Form	x	x	x	x	x	x	x
MWBE/LDB/VBE Form - Exhibit A	x	x	x	x	x	x	x
Drug-Free Workplace Certification Form - Exhibit B	x	x	x	x	x	x	x
Debarment Form - Exhibit C	x	x	x	x	x	x	x
Principal Place of Business - Exhibit D	x	x	x	x	x	x	x
Byrd Anti-Lobbying Amendment Certification - Exhibit E	x	x	x	x	x	x	x
Contractor Statutory Compliance Affidavit - Exhibit F	x	x	x	x	x	x	x
Respondent Experience Questionnaie - Exhibit I	x	x	x	x	x	x	x
Addendum (if applicable)	x	x	x	x	x	x	x
Certificate of Insurance Compliance	x	x	x	x	x	x	x
Commercial General Liability $1,000,000 each occurrence	x	x	x	x	x	x	x
Commercial General Liability $2,000,000 aggregate	x	x	x	x	x	x	x
Automobile Liability $1,000,000 each accident	x	x	x	x	x	x	x
Workers' Compensation $1,000,000 for each accident/disease	x	x	x	x	x	x	x
SunBiz	x	x	x	x	x	x	x

Lot 1: IC Corporation Buses

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Regular Hourly Rate for IC Bus Mechanical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$170.00	$42,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
2	Regular Hourly Rate for IC Bus Electrical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$206.00	$51,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
3	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		NO BID	NO BID	NO BID	NO BID	National Fleet Pricing	National Fleet Pricing	8%	8%	NO BID	NO BID	8%	8%	8%	8%

Lot 2: Thomas Built Buses

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4	Regular Hourly Rate for Thomas Built Buses Mechanical Repairs	Hour	250	NO BID	NO BID	$110.00	$27,500.00	$170.00	$42,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
5	Regular Hourly Rate for Thomas Built Buses Electrical Repairs	Hour	250	NO BID	NO BID	$110.00	$27,500.00	$206.00	$51,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
6	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		NO BID	NO BID	FLEET	FLEET	$0.00	$0.00	8%	8%	NO BID	NO BID	8%	8%	8%	8%

Lot 3: BlueBird Buses

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
7	Regular Hourly Rate for BlueBird Buses Mechanical Repairs	Hour	250	$205.00	$51,250.00	NO BID	NO BID	$170.00	$42,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
8	Regular Hourly Rate for BlueBird Buses Electrical Repairs	Hour	250	$205.00	$51,250.00	NO BID	NO BID	$206.00	$51,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
9	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		8%	8%	NO BID	NO BID	0%	0%	8%	8%	NO BID	NO BID	8%	8%	8%	8%

Lot 4: DPF/DOC Cleaning Service

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
10	DPF Cleaning	Each	15	NO BID	NO BID	NO BID	NO BID	$206.00	$3,090.00	NO BID	NO BID	$150.00	$2,250.00	$150.00	$2,250.00	NO BID	NO BID
11	DOC Cleaning	Each	15	NO BID	NO BID	NO BID	NO BID	$206.00	$3,090.00	NO BID	NO BID	$150.00	$2,250.00	$150.00	$2,250.00	NO BID	NO BID

Lot 5: HeavyTruck Repair Service

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
12	Regular Hourly Rate for Heavy Truck Mechanical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$170.00	$42,500.00	$215.00	$53,750.00	$180.00	$45,000.00	$150.00	$37,500.00	NO BID	NO BID
13	Regular Hourly Rate for Heavy Truck Electrical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$206.00	$51,500.00	$215.00	$53,750.00	$180.00	$45,000.00	$150.00	$37,500.00	NO BID	NO BID
14	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		NO BID	NO BID	NO BID	NO BID	National Fleet Pricing	National Fleet Pricing	8%	8%	8%	8%	8%	8%	NO BID	NO BID

Procurement Services Information Sheet

ITB25105 School Bus and Heavy Truck Mechanical and Electrical Repair Services
Product Category: 78180100 / Commodity Code: 781801
Revised Date: 1-16-2026

Awarded Vendor Name	SAP Vendor #	Vendor Phone #	Vendor Contact Name	Email Address
Florida Transportation Systems, Inc	109727	813-980-0174	Doug Revelle	drevelle@fts4buses.com
Matthews Bus Alliance, Inc	129497	407-656-1175	Donna L. Matura	dmatura@matthewsbusesflorida.com
Cumberland International Trucks of Florida, LLC	115328	407-849-6440	Kirk Morse	kmorse@cltte.com
Reliable Transmission Service, Inc	138573	813-677-8883	Claude Peppers	contract1@rtsallison.com
Rush Truck Centers of Florida, Inc	132685	321-221-2300	Robert Mulholland	howellmike@rushenterprises.com
SOS Diesel Mechanical Services, Inc	155086	321-663-1284	Hernan A. Bedoya	admin@sosdiesel.com
Sun State International Trucks, LLC	132681	813-621-1331	Matt Belmore	bidservice@sunstateintl.com

Lot 1: IC Corporation Buses

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Regular Hourly Rate for IC Bus Mechanical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$170.00	$42,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
2	Regular Hourly Rate for IC Bus Electrical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$206.00	$51,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
3	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		NO BID	NO BID	NO BID	NO BID	National Fleet Pricing	National Fleet Pricing	8%	8%	NO BID	NO BID	8%	8%	8%	8%

Lot 2: Thomas Built Buses

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4	Regular Hourly Rate for Thomas Built Buses Mechanical Repairs	Hour	250	NO BID	NO BID	$110.00	$27,500.00	$170.00	$42,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
5	Regular Hourly Rate for Thomas Built Buses Electrical Repairs	Hour	250	NO BID	NO BID	$110.00	$27,500.00	$206.00	$51,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
6	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		NO BID	NO BID	FLEET	FLEET	$0.00	$0.00	8%	8%	NO BID	NO BID	8%	8%	8%	8%

Lot 3: BlueBird Buses

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
7	Regular Hourly Rate for BlueBird Buses Mechanical Repairs	Hour	250	$205.00	$51,250.00	NO BID	NO BID	$170.00	$42,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
8	Regular Hourly Rate for BlueBird Buses Electrical Repairs	Hour	250	$205.00	$51,250.00	NO BID	NO BID	$206.00	$51,500.00	$215.00	$53,750.00	NO BID	NO BID	$150.00	$37,500.00	$200.00	$50,000.00
9	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		8%	8%	NO BID	NO BID	0%	0%	8%	8%	NO BID	NO BID	8%	8%	8%	8%

Lot 4: DPF/DOC Cleaning Service

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
10	DPF Cleaning	Each	15	NO BID	NO BID	NO BID	NO BID	$206.00	$3,090.00	NO BID	NO BID	$150.00	$2,250.00	$150.00	$2,250.00	NO BID	NO BID
11	DOC Cleaning	Each	15	NO BID	NO BID	NO BID	NO BID	$206.00	$3,090.00	NO BID	NO BID	$150.00	$2,250.00	$150.00	$2,250.00	NO BID	NO BID

Lot 5: HeavyTruck Repair Service

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
12	Regular Hourly Rate for Heavy Truck Mechanical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$170.00	$42,500.00	$215.00	$53,750.00	$180.00	$45,000.00	$150.00	$37,500.00	NO BID	NO BID
13	Regular Hourly Rate for Heavy Truck Electrical Repairs	Hour	250	NO BID	NO BID	NO BID	NO BID	$206.00	$51,500.00	$215.00	$53,750.00	$180.00	$45,000.00	$150.00	$37,500.00	NO BID	NO BID
14	Additional Parts & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 8%)	%		NO BID	NO BID	NO BID	NO BID	National Fleet Pricing	National Fleet Pricing	8%	8%	8%	8%	8%	8%	NO BID	NO BID

Search Corporations, Limited Liability Companies, Limited Partnerships, and Trademarks by FEI Number

FLORIDA DEPARTMENT of STATE — DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by FEI Number /

Next List

FEI/EIN Number List

FEI/EIN Number	Document Number	Corporate Name
593474821	F97000005862	MAUDLIN INTERNATIONAL TRUCKS, INC.
593474821	L13000042081	MAUDLIN TRUCKS, LLC
593474821	L13000042081	CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA, LLC

Docusign Envelope ID: A4A48736-92C1-4649-A041-309E9D849BBC

Orange County Public Schools

445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

January 15, 2026

NOTICE OF AWARD
ITB25105
School Bus and Heavy Trucks Mechanical and Electrical Repair Services

The School Board of Orange County, Florida, meeting in official session on January 13, 2026, voted to award this solicitation to the following firm(s);

Florida Transportation Systems, Inc.
Matthews Bus Alliance, Inc.
Maudlin International Trucks, Inc.
Reliable Transmission Service, Inc.
Rush Truck Centers of Florida, Inc.
SOS Diesel Mechanical Services, Inc.
Sun State International Trucks, LLC

This letter is notification of award only. Do not ship or order materials without an authorized purchase order. Purchase orders shall be placed as needed by The School Board of Orange County, Florida personnel, and delivery must be completed within the time specified in the agreement.

If you have any questions regarding the solicitation procedures, please contact Beatrice Feliciano at 407-317-3200 extension 200-2417.

Cordially,

DocuSigned by:
Cassandra Palm
A5B11AB85E3F437...

Cassandra Palm, NIGP-CPP, CPPO, CPPB
Director, Procurement and Contracting
The School Board of Orange County, Florida

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026

Agenda Item Name
Piggyback Purchase *Police Vehicles*

Requested Action
Approve the purchase, under the Florida Sheriffs Asso. Contract No. FSA25-VEL33.0 with Garber Ford, Inc. and under the State of Florida Contract No. 25-10000-26-STC with HHWP Inc. DBA Holler Hyundai, to purchase eight police vehicles in the total budgeted amount of $310,879.44.

Staff Report
The Procurement Services Department, in coordination with the Police Department, recommends approval of this action. To acquire four (4) Ford Police Interceptors and four (4) Hyundai Tucson, the Procurement Services Department identified a contract from the Florida Sheriffs Association and the State of Florida as the most effective procurement method. To ensure transparency, the Procurement Services Department issued a Request for Interests (RFI) No. 26-109 and 26-110 to notify local vendors of the City's intent to purchase under an existing governmental contract. The RFIs were posted on the City's website for seven (7) business days. At the conclusion of the posting period, no vendor interest was received. Based on this, the staff recommends that the City Council approve the purchase under the Florida Sheriffs Association and the State of Florida contracts. The Florida Sheriffs Association contract was awarded through a fully competitive solicitation process and complies with the City of Clermont's Procurement Policy. This contract will provide for the purchase of four (4) Ford Police Interceptors. These vehicles are for four (4) new sworn police officer positions approved by Council on April 28, 2026, through Resolution No. 2026-014R. The State of Florida contract was awarded through a fully competitive solicitation process and complies with the City of Clermont's Procurement Policy. This contract will provide for the purchase of four (4) Hyundai Tucson. This vehicle is being purchased for four (4) new community service officer positions approved by Council on April 28, 2026, through Resolution No. 2026-014R. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.

Additional Analysis

Fiscal Impact Summary
The vehicle purchase is included in the current year's approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$310,879.44	15521-66400	$480,361.05

Exhibits Attached(copies of original agreements)	
1. CLERMONT K8A 2027 ECOBOOST TODD FSA	CLERMONT K8A 2027 ECOBOOST TODD FSA

	PAINT DOORS QUOTE	PAINT DOORS QUOTE.pdf
2.	CLERMONT HYUNDAI TUCSON	CLERMONT HYUNDAI TUCSON.pdf
3.	RFI 26-110	RFI 26-110.pdf
4.	RFI 26-109	RFI 26-109.pdf



CLERMONT POLICE DEPT

Specification #		249
Unit Description	INTERCEPTOR ECOBOOST	K8A/99C

Prepared for:	Prepared by:
7/16/2026	***Garber Ford, Inc.***
CLERMONT POLICE DEPT	Todd Brandt
ATTN: LT NICK BLOOM	*(904) 264-2442 ext.2348 FAX: (904) 284-0054*
NBLOOM@CLERMONTFL.ORG	*3380 Hwy 17 Green Cove Springs, FL 32043*
352.394.5588	tbrandt@garberautomall.com
ORDER	



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA25-VEL33.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2026. If you have any questions regarding this quote please call!

CENTRAL ZONE

K8A/99C — 2026 Ford Police Interceptor Utility AWD Ecoboost, K8A — $46,411.00

Codes	Optional Equipment	Unit Price		Net Price
500A	**2027 MODEL INTERCEPTOR W/ECOBOOST**	0	$0.00	$0.00
99C	**3.0L ECOBOOST ENGINE**	0	$0.00	$0.00
44U	**10-SPEED AUTOMATIC TRANSMISSION**	0	$0.00	$0.00
UM	**SOLID EXTERIOR PAINT: AGATE BLACK**	0	$0.00	$0.00
96	**CLOTH BUCKETS W/REAR VINYL: CHARCOAL BLACK**	0	$0.00	$0.00
51R	**DRIVERS SPOTLAMP**	0	$0.00	$0.00
60A	**GRILLE PREWIRING**	0	$0.00	$0.00
55F	**KEYLESS ENTRY PACKAGE W/4 KEYS/FOBS**	0	$0.00	$0.00
52P	**HIDDEN DOOR PLUNGERS- HANDLES AND WINDOWS INOP**	160	($3.00)	$157.00
86T	**PREDRILL HOLE IN TAIL LAMP**	0	$0.00	$0.00
43D	**DARK CAR**	0	$0.00	$0.00
17A	**REAR AC/HEAT**	0	$0.00	$0.00
				$0.00
	DEALER INSTALLED OPTIONS:			$0.00
	PAINT DOORS ONLY WHITE	1695		$1,695.00
YTAG	**YELLOW CITY TAG**	116.55		$116.55
DEL	**DELIVERY**	Included		$0.00
				$ 48,379.55
				X4
			TOTAL	**$193,518.20**

Exhibit D

Motor Vehicles (25100000-26-STC)

Price Quote Form (PQF)

(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)

Updated 1/28/2026

Awarded Contractor Information

Contractor Name:		117					
Street Address:		1875 S ORLANDO AVE					
City, State, Zip:		MAITLAND FL 32751					
Contact Person:		ERIC JORE		**Title:**	GOVERNMENT SALES MANAGER		
Original Quote Date:		6/22/2026	**Revised Quote Date:**			**Est. Delivery:**	STOCK
Phone #'s:	**Primary:**	4072345116		**Secondary:**			
Email Address:							
Fax #:							
Contractor's Purchase Order #:							

Requesting Customer Information

Agency/Eligible User Name:		CITY OF CLERMONT		
Contact Person:		**Title:**		
Phone #'s:	**Primary:**	**Secondary:**		
Email Address:				
Fax #:				

Secondary Contact for Customer (Optional)

Contact Person:		**Title:**		
Phone #'s:	**Primary:**	**Secondary:**		
Email Address:				
Fax #:				

INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED DISCOUNT SHEET.

UNSPSC Commodity Code*	Group	Sub-Group	
25101507	GROUP 3 SUV	SUV	25

Brand	Model	MSRP Discount (#.##%)
HYUNDAI	2026 TUCSON SE FWD	1.10%

MOTOR VEHICLE

MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.

Motor Vehicle Description	Current MSRP	MSRP DISCOUNT	Total Customer Price
2026 TUCSON SE FWD	$ 31,790.00	1.10%	$ 31,440.31

Non-standard accessories, components, equipment, features, parts, etc. that are attached to or provided with the vehicle when it is shipped from the Manufacturer:

TOTAL COST: Motor Vehicle (per unit)	**$ 31,440.31**

OEM OPTIONS

MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.

OEM Option Description	Manufacturer/Brand	Current MSRP	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
2.5 4 CYL ENGINE WITH 8 SPEED AUTO TRANS			$ -		$ -
POWER WINDOWS AND LOCKS			$ -		$ -
CLOTH SEATS			$ -		$ -
AM FM WITH BLUE TOOTH			$ -		$ -
A/C, CRUISE CONTROL			$ -		$ -
BACK UP CAMERA			$ -		$ -
			$ -		$ -
			$ -		$ -
ADDITIONAL DISCOUNT			$ (2,100.00)	1	$ (2,100.00)
			$ -		$ -
			$ -		$ -
COLOR WHITE			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
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			$ -		$ -
			$ -		$ -
TOTAL COST: OEM Options (per Motor Vehicle)					**$ (2,100.00)**

NON-OEM OPTIONS

MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.

Non-OEM Option Description	Manufacturer/Brand	Current MSRP	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
					$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
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			$ -		$ -
			$ -		$ -
TOTAL COST: Non-OEM Options (per Motor Vehicle)					$ -

BODY TRANSFER AND 3rd PARTY BODY INSTALLATIONS

Body Transfer and 3rd Party Body Installations Description	Manufacturer/Brand	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL COST: Body Transfer and 3rd Party Body Installations (per Motor Vehicle)				$ -
Total State Term Contract Price per Motor Vehicle				$ 29,340.31
Number of Motor Vehicles Quoted (with the same OEM and Non-OEM Options)				4
Customer Order Grand Total				$ 117,361.24
Estimated Lead Time				STOCK

Contractor Comments:	
Customer Comments:	

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Discount Sheet for the code(s) applicable to each Group and Sub-Group.

REQUEST FOR INFORMATION

RFI 26-110

INTENT TO UTILIZE THE STATE OF FLORIDA CONTRACT TO PURCHASE VEHICLES

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: June 30, 2026

DEADLINE FOR QUESTIONS: July 7, 2026

RESPONSE DEADLINE: July 7, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/clermontfl

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the State of Florida Contract to Purchase Vehicles

I. Introduction .....
II. Response Procedures .....
III. Submittal .....

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

Thank you for your interest in doing business with the City of Clermont. Vendors interested in responding to this Request for Information (RFI) are encouraged to carefully review the entire solicitation package prior to preparing and submitting a response.

Hardcopy responses may be delivered to:
City of Clermont Procurement Services Department
685 West Montrose Street, 2nd Floor
Clermont, FL 34711

All respondents must be registered with the Florida Department of State and licensed to conduct business in the State of Florida at the time of submittal.

1.1. Summary

Intent to Utilize the State of Florida Contract to Purchase Vehicles

1.2. Contact Information

Ramsey Jimenez
Procurement Manager
685 W Montrose St
Clermont, FL 34711
Email: rjimenez@clermontfl.org
Phone: (352) 241-7353

Department:
Police

1.3. Timeline

Solicitation Release Date	June 30, 2026
Question Deadline	July 7, 2026, 12:00pm
Response Deadline	July 7, 2026, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont utilizes OpenGov ("Software Administrator"), an e-Procurement System ("Portal") that provides bid notification and solicitation management services to interested vendors and contractors. Through the Portal, vendors can register online to receive notifications of new solicitations, addenda, and award announcements. Registration and participation in solicitations are free of charge, and no fees will be assessed to awarded vendors.

Vendors with internet access are encouraged to review registration options and create an account at:

👉 https://procurement.opengov.com/portal/clermontfl

The City of Clermont utilizes NIGP Commodity Codes within the Portal to notify registered vendors when new projects are posted that correspond to the commodity codes selected in their vendor profile. Vendors are encouraged to keep their profiles and NIGP codes up to date to ensure they receive relevant notifications.

2.2. Cooperative Contract Purchase Notice

This Request for Information (RFI) is issued to notify vendors of the City of Clermont's intent to purchase goods or services through an existing contract established by another government entity. This RFI is **not** an invitation to submit a bid or quote and will remain open for **seven (7) business days**.

If no qualified vendors respond to this RFI, the Procurement Services Department will proceed with utilizing the referenced contract.

Purpose

The purpose of this RFI is to identify any vendor capable of providing the products or services listed below in a timely manner. Responses will assist the City in determining whether comparable options are available in the market.

Contract Information

A. Company Name: HHWP INC DBA HOLLER HYUNDAI

B. Contract Number and Title: 25100000-26-STC Motor Vehicles

C. Length of Contract: Through May 16, 2028

D. Product or Service Provided: (4) Four 2026 Tucson SE FWD

E. Estimated Annual Expenditure: $117,361.24

Action Required

If your company is capable of providing any of the products or services listed above, please contact the Procurement Services Director by email at *fsuarez@clermontfl.org* prior to the RFI due date and time to express your interest.

Prospective vendors should submit information describing their company's capabilities and ability to provide the identified product or service. Do not include pricing information.

All responses will be reviewed and evaluated by the Procurement Services Department and the requesting department. These departments will determine whether the product or service offered qualifies as an approved equal to that provided under the referenced contract.

3. Submittal

REQUEST FOR INFORMATION

RFI 26-109

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE (4) POLICE VEHICLES

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: June 30, 2026

DEADLINE FOR QUESTIONS: July 7, 2026

RESPONSE DEADLINE: July 7, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/clermontfl

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to Purchase (4) Police Vehicles

I. Introduction .....
II. Response Procedures .....
III. Submittal .....

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

Thank you for your interest in doing business with the City of Clermont. Vendors interested in responding to this Request for Information (RFI) are encouraged to carefully review the entire solicitation package prior to preparing and submitting a response.

Hardcopy responses may be delivered to:
City of Clermont Procurement Services Department
685 West Montrose Street, 2nd Floor
Clermont, FL 34711

All respondents must be registered with the Florida Department of State and licensed to conduct business in the State of Florida at the time of submittal.

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase (4) Police Vehicles

1.2. Contact Information

Ramsey Jimenez
Procurement Manager
685 W Montrose St
Clermont, FL 34711
Email: rjimenez@clermontfl.org
Phone: (352) 241-7353

Department:
Police

1.3. Timeline

Solicitation Release Date	June 30, 2026
Question Deadline	July 7, 2026, 12:00pm
Response Deadline	July 7, 2026, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont utilizes OpenGov ("Software Administrator"), an e-Procurement System ("Portal") that provides bid notification and solicitation management services to interested vendors and contractors. Through the Portal, vendors can register online to receive notifications of new solicitations, addenda, and award announcements. Registration and participation in solicitations are free of charge, and no fees will be assessed to awarded vendors.

Vendors with internet access are encouraged to review registration options and create an account at:

👉 https://procurement.opengov.com/portal/clermontfl

The City of Clermont utilizes NIGP Commodity Codes within the Portal to notify registered vendors when new projects are posted that correspond to the commodity codes selected in their vendor profile. Vendors are encouraged to keep their profiles and NIGP codes up to date to ensure they receive relevant notifications.

2.2. Cooperative Contract Purchase Notice

This Request for Information (RFI) is issued to notify vendors of the City of Clermont's intent to purchase goods or services through an existing contract established by another government entity. This RFI is **not** an invitation to submit a bid or quote and will remain open for **seven (7) business days**.

If no qualified vendors respond to this RFI, the Procurement Services Department will proceed with utilizing the referenced contract.

Purpose

The purpose of this RFI is to identify any vendor capable of providing the products or services listed below in a timely manner. Responses will assist the City in determining whether comparable options are available in the market.

Contract Information

A. Company Name: Garber Fleet Sales

B. Contract Number and Title: FSA25-VEL33.0 Pursuit, Administrative & Other Vehicles

C. Length of Contract: through September 30, 2026

D. Product or Service Provided: (4) four 2026 Ford Police Interceptor Utility AWD Ecoboost, K8A with 2027 Model Interceptor W/Ecoboost

E. Estimated Annual Expenditure: $193,518.20

Action Required

If your company is capable of providing any of the products or services listed above, please contact the Procurement Services Director by email at *fsuarez@clermontfl.org* prior to the RFI due date and time to express your interest.

Prospective vendors should submit information describing their company's capabilities and ability to provide the identified product or service. Do not include pricing information.

All responses will be reviewed and evaluated by the Procurement Services Department and the requesting department. These departments will determine whether the product or service offered qualifies as an approved equal to that provided under the referenced contract.

3. Submittal

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026

Agenda Item Name
Term Contract Award *Sidewalk, Driveway, and Concrete Improvements*

Requested Action
Approval to award Term Contracts to Aldi Homes Group Inc., All Terrain Tractor Service Inc., APEC LLC, BSLN-US-8 Construction Services LLC, Derelle Inc., Excavators of Central Florida, High Standard Construction Inc., PSG Concrete & Excavation LLC, Stage Door II LLC, and Structway Construction, Inc. for continuing services for sidewalk, driveway, and concrete improvements.

Staff Report
The Procurement Services Department and the Public Services Department recommend approval of the proposed action. The Procurement Services Department issued Request for Bid No. 26-081 on April 28, 2026, to establish an annual Term Contract to provide continuing services for sidewalks, driveways, and concrete improvements. The purpose of this solicitation was to secure qualified contractors to provide continuing, as-needed concrete construction, repair, replacement, and restoration services for sidewalks, driveways, curbs, curb ramps, and related concrete improvements at various locations throughout the City. Work may involve the extension of existing pedestrian facilities, the creation of gap connections, or the installation of new sidewalk segments, as directed by the City. The resulting contracts will be for an initial one-year term with four additional one-year renewal options. Ten contractors are being recommended for award to support timely response, contractor availability, and operational flexibility. The solicitation was competitively bid, formally advertised, and complies with the City of Clermont's Procurement Policy and Procedures. Because the contracts are multi-year term contracts and cumulative expenditures under one or more contracts may exceed $50,000, City Council approval is requested in accordance with the City's Procurement Procedures. Funding for work performed under the contracts will be determined on a project-by-project basis and will be subject to available budget appropriations. No individual work order, task order, or project issued under the resulting contracts shall exceed $49,999.

Additional Analysis

Fiscal Impact Summary
There is no immediate fiscal impact associated with approval of the term contract awards.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. RFB 26-081 Tabulation	RFB 26-081 Tabulation.pdf
2. RFB 26-081 Notice of Intent to Award	RFB 26-081 Notice of Intent to Award.pdf

3.	Aldi Homes Price Schedule	Aldi Homes Price Schedule.pdf
4.	All Terrain Price Schedule	All Terrain Price Schedule.pdf
5.	APEC Price Schedule	APEC Price Schedule.pdf
6.	BSLN-US-8 Construction Price Schedule	BSLN-US-8 Construction Price Schedule.pdf
7.	Derelle Price Schedule	Derelle Price Schedule.pdf
8.	Excavators of Central Florida Price Schedule	Excavators of Central Florida Price Schedule.pdf
9.	High Standard Construction Price Schedule	High Standard Construction Price Schedule.pdf
10.	PSG Concrete & Excavation Price Schedule	PSG Concrete & Excavation Price Schedule.pdf
11.	Stage Door II Price Schedule	Stage Door II Price Schedule.pdf
12.	Structway Construction Price Schedule	Structway Construction Price Schedule.pdf

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

EVALUATION TABULATION

RFB No. RFB 26-081

Continuing Services for Sidewalk, Driveway, and Concrete Improvements

RESPONSE DEADLINE: June 4, 2026, at 2:00 pm

VENDOR TOTALS

Vendor	Total
Excavators of Central Florida	$2,367.00
Derelle, Inc.	$3,978.60
APEC LLC	$3,999.00
Structway Construction Inc	$4,929.50
Aldi Homes Group Inc	$5,356.75
PSG Concrete & Excavation, LLC	$6,182.70
Stage Door II, LLC	$6,618.00
BSLN-US-8 Construction Services LLC	$6,669.10
High Standard Construction Inc.	$6,692.20
All Terrain Tractor Service, Inc	$6,983.48
JMD GLOBAL DEVELOPERS, LLC	$7,800.55
Herbross Construction	$7,937.50
J. Malever Construction Co. Inc.	$7,958.00
Estep Construction, Inc	$9,763.00
Garcia Civil Contractors	$10,240.00
Central Concrete Products, Inc.	$10,366.00
Traverse Group Inc	$10,712.85
Cathcart Construction Company - Florida, LLC	$11,382.00

Vendor	Total
Fitzco LLC	$12,999.25
Proway Paving Systems LLC	$13,002.10
Ducon	$13,449.00
Montalvo Mejia Construction	$27,223.99

See the next tables for the price breakdown by contractor.

TABLE 1 (Table 1 of 5)

Selected	Line Item	Description	Unit of Measure	Aldi Homes Group Inc Unit Cost	All Terrain Tractor Service, Inc Unit Cost	APEC LLC Unit Cost	BSLN-US-8 Construction Services LLC Unit Cost	Cathcart Construction Company - Florida, LLC Unit Cost
X	1	Mobilization (per work order, if authorized by the City)	EA	$850.00	$800.00	$500.00	$150.00	$3,500.00
X	2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$425.00	$2,850.00	$250.00	$2,000.00	$500.00
X	3	Remove existing concrete sidewalk	SF	$3.25	$5.50	$3.00	$16.00	$30.00
X	4	Remove existing concrete driveway / apron	SY	$18.00	$58.50	$27.00	$5.50	$40.00
X	5	4-inch concrete sidewalk replacement	SF	$8.50	$17.50	$13.00	$22.50	$150.00
X	6	6-inch concrete sidewalk replacement	SF	$10.00	$22.50	$15.00	$33.75	$190.00
X	7	4-inch new concrete sidewalk construction	SF	$8.75	$7.25	$13.00	$15.00	$120.00
X	8	6-inch new concrete sidewalk construction	SF	$10.25	$9.35	$15.00	$22.50	$150.00
X	9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$7.50	$25.00	$20.00	$1.00	$7.00
X	10	6-inch concrete driveway apron replacement	SY	$78.00	$22.50	$120.00	$303.75	$200.00
X	11	8-inch concrete driveway apron replacement	SY	$92.00	$25.25	$140.00	$345.00	$220.00
X	12	ADA curb ramp, complete	EA	$2,500.00	$1,585.00	$2,000.00	$2,900.00	$1,200.00
X	13	Detectable warning surface	SF	$52.00	$36.50	$40.00	$55.00	$100.00
X	14	Valley gutter replacement	SY	$85.00	$42.50	$180.00	$67.00	$385.00
X	15	Curb and gutter replacement	LF	$38.00	$42.50	$50.00	$65.00	$90.00
X	16	Saw cutting concrete	LF	$4.50	$3.95	$5.00	$10.00	$15.00
X	17	Saw cutting asphalt	LF	$3.75	$2.95	$5.00	$5.00	$10.00

				Aldi Homes Group Inc	All Terrain Tractor Service, Inc	APEC LLC	BSLN-US-8 Construction Services LLC	Cathcart Construction Company - Florida, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	18	Subgrade preparation / compaction	SY	$5.25	$15.50	$8.00	$8.50	$75.00
X	19	Extra excavation / unsuitable material removal	CY	$65.00	$38.50	$50.00	$40.00	$65.00
X	20	Stabilized subbase or limerock base, if directed	CY	$72.00	$32.66	$150.00	$40.00	$450.00
X	21	Sod restoration	SY	$12.00	$6.57	$12.00	$15.00	$10.00
X	22	Asphalt tie in / patch	SY	$95.00	$98.50	$28.00	$48.60	$250.00
X	23	Root pruning / minor root removal	LF	$18.00	$25.00	$5.00	$25.00	$55.00
X	24	Mailbox, sign, or minor appurtenance reset	EA	$225.00	$325.00	$100.00	$75.00	$950.00
X	25	Emergency response premium work, after hours if authorized	HR	$195.00	$85.00	$200.00	$150.00	$120.00
X	26	Concrete washout and final cleanup	LS	$475.00	$800.00	$50.00	$250.00	$2,500.00
Total				$5,356.75	$6,983.48	$3,999.00	$6,669.10	$11,382.00

TABLE 1 (Table 2 of 5)

Selected	Line Item	Description	Unit of Measure	Central Concrete Products, Inc. Unit Cost	Derelle, Inc. Unit Cost	Ducon Unit Cost	Estep Construction, Inc Unit Cost	Excavators of Central Florida Unit Cost
X	1	Mobilization (per work order, if authorized by the City)	EA	$2,250.00	No Bid	$1,458.00	$3,000.00	No Bid
X	2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$1,250.00	No Bid	$1,215.00	$2,000.00	No Bid
X	3	Remove existing concrete sidewalk	SF	$3.00	$6.00	$15.00	$6.00	$115.00
X	4	Remove existing concrete driveway / apron	SY	$30.00	$55.00	$58.00	$65.00	$140.00
X	5	4-inch concrete sidewalk replacement	SF	$18.00	$26.80	$12.00	$145.00	$11.00
X	6	6-inch concrete sidewalk replacement	SF	$22.00	$31.40	$15.00	$180.00	$16.00
X	7	4-inch new concrete sidewalk construction	SF	$14.00	$20.80	$9.00	$85.00	$11.00
X	8	6-inch new concrete sidewalk construction	SF	$17.00	$25.40	$11.00	$125.00	$16.00
X	9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$3.00	$9.50	$152.00	$20.00	No Bid
X	10	6-inch concrete driveway apron replacement	SY	$198.00	$270.00	$122.00	$125.00	$115.00
X	11	8-inch concrete driveway apron replacement	SY	$250.00	$370.00	$219.00	$210.00	$145.00
X	12	ADA curb ramp, complete	EA	$3,500.00	$800.00	$4,253.00	$2,400.00	$900.00
X	13	Detectable warning surface	SF	$40.00	$32.50	$79.00	$55.00	No Bid
X	14	Valley gutter replacement	SY	$200.00	$160.00	$58.00	$65.00	No Bid
X	15	Curb and gutter replacement	LF	$80.00	$120.00	$58.00	$58.00	$20.00
X	16	Saw cutting concrete	LF	$10.00	$32.50	$9.00	$3.00	$80.00
X	17	Saw cutting asphalt	LF	$10.00	$32.50	$6.00	$3.00	$115.00

				Central Concrete Products, Inc.	Derelle, Inc.	Ducon	Estep Construction, Inc	Excavators of Central Florida
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	18	Subgrade preparation / compaction	SY	$50.00	$5.20	$19.00	$5.00	No Bid
X	19	Extra excavation / unsuitable material removal	CY	$60.00	$20.00	$213.00	$75.00	$145.00
X	20	Stabilized subbase or limerock base, if directed	CY	$150.00	$71.50	$152.00	$100.00	$145.00
X	21	Sod restoration	SY	$6.00	$4.00	$30.00	$8.00	$18.00
X	22	Asphalt tie in / patch	SY	$75.00	$1,500.00	$103.00	$50.00	No Bid
X	23	Root pruning / minor root removal	LF	$30.00	$35.50	$18.00	$30.00	$25.00
X	24	Mailbox, sign, or minor appurtenance reset	EA	$100.00	$150.00	$304.00	$150.00	No Bid
X	25	Emergency response premium work, after hours if authorized	HR	$1,000.00	$150.00	$608.00	$600.00	$175.00
X	26	Concrete washout and final cleanup	LS	$1,000.00	$50.00	$4,253.00	$200.00	$175.00
Total				$10,366.00	$3,978.60	$13,449.00	$9,763.00	$2,367.00

TABLE 1 (Table 3 of 5)

Selected	Line Item	Description	Unit of Measure	Fitzco LLC Unit Cost	Garcia Civil Contractors Unit Cost	Herbross Construction Unit Cost	High Standard Construction Inc. Unit Cost	J. Malever Construction Co. Inc. Unit Cost
X	1	Mobilization (per work order, if authorized by the City)	EA	$1,200.00	$4,000.00	$1,200.00	$1,100.00	$1,500.00
X	2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$3,500.00	$750.00	$450.00	$1,200.00	$900.00
X	3	Remove existing concrete sidewalk	SF	$5.50	$20.00	$3.00	$6.50	$10.00
X	4	Remove existing concrete driveway / apron	SY	$40.00	$60.00	$24.75	$7.25	$110.00
X	5	4-inch concrete sidewalk replacement	SF	$17.00	$7.00	$13.50	$13.25	$20.00
X	6	6-inch concrete sidewalk replacement	SF	$21.00	$8.00	$16.50	$14.50	$25.00
X	7	4-inch new concrete sidewalk construction	SF	$17.00	$7.00	$12.50	$13.95	$8.00
X	8	6-inch new concrete sidewalk construction	SF	$21.00	$8.00	$15.75	$15.25	$12.00
X	9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$22.00	$50.00	$6.50	$7.80	$20.00
X	10	6-inch concrete driveway apron replacement	SY	$41.00	$8.00	$148.30	$14.50	$225.00
X	11	8-inch concrete driveway apron replacement	SY	$216.00	$11.00	$172.40	$16.60	$270.00
X	12	ADA curb ramp, complete	EA	$4,500.00	$3,000.00	$4,200.00	$3,600.00	$3,000.00
X	13	Detectable warning surface	SF	$1,750.00	$40.00	$42.00	$45.00	$40.00
X	14	Valley gutter replacement	SY	$189.00	$100.00	$137.70	$16.50	$450.00
X	15	Curb and gutter replacement	LF	$18.50	$40.00	$56.10	$7.25	$110.00
X	16	Saw cutting concrete	LF	$2.50	$10.00	$5.50	$2.00	$8.00
X	17	Saw cutting asphalt	LF	$2.50	$10.00	$4.00	$1.25	$5.00

				Fitzco LLC	Garcia Civil Contractors	Herbross Construction	High Standard Construction Inc.	J. Malever Construction Co. Inc.
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	18	Subgrade preparation / compaction	SY	$45.00	$20.00	$12.50	$13.25	$55.00
X	19	Extra excavation / unsuitable material removal	CY	$155.00	$35.00	$38.00	$35.00	$40.00
X	20	Stabilized subbase or limerock base, if directed	CY	$175.00	$60.00	$48.00	$44.00	$150.00
X	21	Sod restoration	SY	$4.25	$6.00	$9.50	$22.50	$10.00
X	22	Asphalt tie in / patch	SY	$42.00	$50.00	No Bid	$9.35	$40.00
X	23	Root pruning / minor root removal	LF	$15.00	$40.00	$76.00	$11.50	$10.00
X	24	Mailbox, sign, or minor appurtenance reset	EA	$175.00	$100.00	$350.00	$80.00	$125.00
X	25	Emergency response premium work, after hours if authorized	HR	$375.00	$300.00	$145.00	$165.00	$65.00
X	26	Concrete washout and final cleanup	LS	$450.00	$1,500.00	$750.00	$230.00	$750.00
Total				$12,999.25	$10,240.00	$7,937.50	$6,692.20	$7,958.00

TABLE 1 (Table 4 of 5)

Selected	Line Item	Description	Unit of Measure	JMD GLOBAL DEVELOPERS, LLC Unit Cost	Montalvo Mejia Construction Unit Cost	Proway Paving Systems LLC Unit Cost	PSG Concrete & Excavation, LLC Unit Cost	Stage Door II, LLC Unit Cost
X	1	Mobilization (per work order, if authorized by the City)	EA	$500.00	$3,500.00	$4,500.00	$495.00	$1,000.00
X	2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$250.00	$1,800.00	No Bid	$495.00	$1,000.00
X	3	Remove existing concrete sidewalk	SF	$1.90	$6.50	$5.00	$1.10	$3.00
X	4	Remove existing concrete driveway / apron	SY	$17.50	$65.90	$45.00	$9.00	$25.00
X	5	4-inch concrete sidewalk replacement	SF	$6.35	$8.00	$23.85	$9.99	$12.00
X	6	6-inch concrete sidewalk replacement	SF	$6.55	$8.50	$25.90	$10.74	$14.00
X	7	4-inch new concrete sidewalk construction	SF	$6.35	$11.00	$23.85	$8.49	$10.00
X	8	6-inch new concrete sidewalk construction	SF	$6.55	$11.50	$25.90	$10.24	$12.00
X	9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$5.50	$50.00	$50.00	$14.98	$25.00
X	10	6-inch concrete driveway apron replacement	SY	$58.50	$140.00	$195.55	$92.14	$14.00
X	11	8-inch concrete driveway apron replacement	SY	$65.35	$160.00	$225.00	$124.00	$16.00
X	12	ADA curb ramp, complete	EA	$5,250.00	$18,211.76	$4,500.00	$2,995.00	$2,500.00
X	13	Detectable warning surface	SF	$155.00	$50.00	$21.00	$37.95	$50.00
X	14	Valley gutter replacement	SY	$38.50	$150.00	$118.30	$134.00	$225.00
X	15	Curb and gutter replacement	LF	$32.00	$124.23	$53.25	$48.00	$75.00
X	16	Saw cutting concrete	LF	$1.00	$20.80	$10.00	$0.25	$5.00
X	17	Saw cutting asphalt	LF	$1.00	$20.80	$10.00	$0.25	$5.00

				JMD GLOBAL DEVELOPERS, LLC	Montalvo Mejia Construction	Proway Paving Systems LLC	PSG Concrete & Excavation, LLC	Stage Door II, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	18	Subgrade preparation / compaction	SY	$1.50	$20.00	$50.00	$1.09	$15.00
X	19	Extra excavation / unsuitable material removal	CY	$12.00	$100.00	$65.00	$89.00	$75.00
X	20	Stabilized subbase or limerock base, if directed	CY	$78.50	$100.00	$32.00	$129.00	$75.00
X	21	Sod restoration	SY	$2.50	$10.00	No Bid	$6.48	$12.00
X	22	Asphalt tie in / patch	SY	$250.00	$50.00	$22.50	$190.00	$75.00
X	23	Root pruning / minor root removal	LF	$4.00	$30.00	No Bid	$7.00	$25.00
X	24	Mailbox, sign, or minor appurtenance reset	EA	$150.00	$250.00	No Bid	$79.00	$250.00
X	25	Emergency response premium work, after hours if authorized	HR	$650.00	$325.00	$500.00	$895.00	$100.00
X	26	Concrete washout and final cleanup	LS	$250.00	$2,000.00	$2,500.00	$300.00	$1,000.00
Total				$7,800.55	$27,223.99	$13,002.10	$6,182.70	$6,618.00

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

TABLE 1 (Table 5 of 5)

				Structway Construction Inc	Traverse Group Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
X	1	Mobilization (per work order, if authorized by the City)	EA	$650.00	$4,500.00
X	2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$425.00	$2,500.00
X	3	Remove existing concrete sidewalk	SF	$3.50	$4.00
X	4	Remove existing concrete driveway / apron	SY	$24.00	$35.00
X	5	4-inch concrete sidewalk replacement	SF	$9.25	$17.95
X	6	6-inch concrete sidewalk replacement	SF	$11.25	$19.75
X	7	4-inch new concrete sidewalk construction	SF	$7.00	$7.95
X	8	6-inch new concrete sidewalk construction	SF	$8.75	$8.95
X	9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$6.50	$15.00
X	10	6-inch concrete driveway apron replacement	SY	$78.00	$72.00
X	11	8-inch concrete driveway apron replacement	SY	$98.00	$81.00
X	12	ADA curb ramp, complete	EA	$2,400.00	$750.00
X	13	Detectable warning surface	SF	$52.00	$25.00
X	14	Valley gutter replacement	SY	$148.00	$30.00
X	15	Curb and gutter replacement	LF	$54.00	$30.00
X	16	Saw cutting concrete	LF	$4.50	$10.00
X	17	Saw cutting asphalt	LF	$3.25	$8.00
X	18	Subgrade preparation / compaction	SY	$5.00	$5.00
X	19	Extra excavation / unsuitable material removal	CY	$38.00	$25.00
X	20	Stabilized subbase or limerock base, if directed	CY	$62.00	$49.00
X	21	Sod restoration	SY	$9.50	$4.25
X	22	Asphalt tie in / patch	SY	$58.00	$45.00

				Structway Construction Inc	Traverse Group Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
X	23	Root pruning / minor root removal	LF	$14.00	$95.00
X	24	Mailbox, sign, or minor appurtenance reset	EA	$155.00	$450.00
X	25	Emergency response premium work, after hours if authorized	HR	$110.00	$675.00
X	26	Concrete washout and final cleanup	LS	$495.00	$1,250.00
Total				$4,929.50	$10,712.85

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD

RFB No. RFB 26-081

Continuing Services for Sidewalk, Driveway, and Concrete Improvements

RESPONSE DEADLINE: June 4, 2026, at 2:00 pm

Thursday, June 25, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-081 titled Continuing Services for Sidewalk, Driveway, and Concrete Improvements, the City hereby issues this Notice of Intent to Award to the following companies:

Aldi Homes Group, Inc.	Excavators of Central Florida
All Terrain Tractor Service, Inc.	High Standard Construction, Inc.
APEC LLC.	PSG Concrete & Excavation LLC.
BSLN-US-8 Construction Services LLC.	Stage Door II, LLC.
Derelle, Inc.	Structway Construction, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$850.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$425.00	
3	Remove existing concrete sidewalk	SF	$3.25	
4	Remove existing concrete driveway / apron	SY	$18.00	
5	4-inch concrete sidewalk replacement	SF	$8.50	
6	6-inch concrete sidewalk replacement	SF	$10.00	
7	4-inch new concrete sidewalk construction	SF	$8.75	
8	6-inch new concrete sidewalk construction	SF	$10.25	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$7.50	
10	6-inch concrete driveway apron replacement	SY	$78.00	
11	8-inch concrete driveway apron replacement	SY	$92.00	
12	ADA curb ramp, complete	EA	$2,500.00	
13	Detectable warning surface	SF	$52.00	
14	Valley gutter replacement	SY	$85.00	
15	Curb and gutter replacement	LF	$38.00	
16	Saw cutting concrete	LF	$4.50	
17	Saw cutting asphalt	LF	$3.75	

18	Subgrade preparation / compaction	SY	$5.25
19	Extra excavation / unsuitable material removal	CY	$65.00
20	Stabilized subbase or limerock base, if directed	CY	$72.00
21	Sod restoration	SY	$12.00
22	Asphalt tie in / patch	SY	$95.00
23	Root pruning / minor root removal	LF	$18.00
24	Mailbox, sign, or minor appurtenance reset	EA	$225.00
25	Emergency response premium work, after hours if authorized	HR	$195.00
26	Concrete washout and final cleanup	LS	$475.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$800.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$2,850.00	
3	Remove existing concrete sidewalk	SF	$5.50	
4	Remove existing concrete driveway / apron	SY	$58.50	
5	4-inch concrete sidewalk replacement	SF	$17.50	
6	6-inch concrete sidewalk replacement	SF	$22.50	
7	4-inch new concrete sidewalk construction	SF	$7.25	
8	6-inch new concrete sidewalk construction	SF	$9.35	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$25.00	
10	6-inch concrete driveway apron replacement	SY	$22.50	
11	8-inch concrete driveway apron replacement	SY	$25.25	
12	ADA curb ramp, complete	EA	$1,585.00	
13	Detectable warning surface	SF	$36.50	
14	Valley gutter replacement	SY	$42.50	
15	Curb and gutter replacement	LF	$42.50	
16	Saw cutting concrete	LF	$3.95	
17	Saw cutting asphalt	LF	$2.95	

18	Subgrade preparation / compaction	SY	$15.50
19	Extra excavation / unsuitable material removal	CY	$38.50
20	Stabilized subbase or limerock base, if directed	CY	$32.66
21	Sod restoration	SY	$6.57
22	Asphalt tie in / patch	SY	$98.50
23	Root pruning / minor root removal	LF	$25.00
24	Mailbox, sign, or minor appurtenance reset	EA	$325.00
25	Emergency response premium work, after hours if authorized	HR	$85.00
26	Concrete washout and final cleanup	LS	$800.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$500.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$250.00	
3	Remove existing concrete sidewalk	SF	$3.00	
4	Remove existing concrete driveway / apron	SY	$27.00	
5	4-inch concrete sidewalk replacement	SF	$13.00	
6	6-inch concrete sidewalk replacement	SF	$15.00	
7	4-inch new concrete sidewalk construction	SF	$13.00	
8	6-inch new concrete sidewalk construction	SF	$15.00	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$20.00	
10	6-inch concrete driveway apron replacement	SY	$120.00	
11	8-inch concrete driveway apron replacement	SY	$140.00	
12	ADA curb ramp, complete	EA	$2,000.00	
13	Detectable warning surface	SF	$40.00	
14	Valley gutter replacement	SY	$180.00	
15	Curb and gutter replacement	LF	$50.00	
16	Saw cutting concrete	LF	$5.00	
17	Saw cutting asphalt	LF	$5.00	

18	Subgrade preparation / compaction	SY	$8.00
19	Extra excavation / unsuitable material removal	CY	$50.00
20	Stabilized subbase or limerock base, if directed	CY	$150.00
21	Sod restoration	SY	$12.00
22	Asphalt tie in / patch	SY	$28.00
23	Root pruning / minor root removal	LF	$5.00
24	Mailbox, sign, or minor appurtenance reset	EA	$100.00
25	Emergency response premium work, after hours if authorized	HR	$200.00
26	Concrete washout and final cleanup	LS	$50.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$150.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$2,000.00	
3	Remove existing concrete sidewalk	SF	$16.00	
4	Remove existing concrete driveway / apron	SY	$5.50	
5	4-inch concrete sidewalk replacement	SF	$22.50	
6	6-inch concrete sidewalk replacement	SF	$33.75	
7	4-inch new concrete sidewalk construction	SF	$15.00	
8	6-inch new concrete sidewalk construction	SF	$22.50	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$1.00	
10	6-inch concrete driveway apron replacement	SY	$303.75	
11	8-inch concrete driveway apron replacement	SY	$345.00	
12	ADA curb ramp, complete	EA	$2,900.00	
13	Detectable warning surface	SF	$55.00	
14	Valley gutter replacement	SY	$67.00	
15	Curb and gutter replacement	LF	$65.00	
16	Saw cutting concrete	LF	$10.00	
17	Saw cutting asphalt	LF	$5.00	

18	Subgrade preparation / compaction	SY	$8.50
19	Extra excavation / unsuitable material removal	CY	$40.00
20	Stabilized subbase or limerock base, if directed	CY	$40.00
21	Sod restoration	SY	$15.00
22	Asphalt tie in / patch	SY	$48.60
23	Root pruning / minor root removal	LF	$25.00
24	Mailbox, sign, or minor appurtenance reset	EA	$75.00
25	Emergency response premium work, after hours if authorized	HR	$150.00
26	Concrete washout and final cleanup	LS	$250.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA		✔
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA		✔
3	Remove existing concrete sidewalk	SF	$6.00	
4	Remove existing concrete driveway / apron	SY	$55.00	
5	4-inch concrete sidewalk replacement	SF	$26.80	
6	6-inch concrete sidewalk replacement	SF	$31.40	
7	4-inch new concrete sidewalk construction	SF	$20.80	
8	6-inch new concrete sidewalk construction	SF	$25.40	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$9.50	
10	6-inch concrete driveway apron replacement	SY	$270.00	
11	8-inch concrete driveway apron replacement	SY	$370.00	
12	ADA curb ramp, complete	EA	$800.00	
13	Detectable warning surface	SF	$32.50	
14	Valley gutter replacement	SY	$160.00	
15	Curb and gutter replacement	LF	$120.00	
16	Saw cutting concrete	LF	$32.50	
17	Saw cutting asphalt	LF	$32.50	

18	Subgrade preparation / compaction	SY	$5.20
19	Extra excavation / unsuitable material removal	CY	$20.00
20	Stabilized subbase or limerock base, if directed	CY	$71.50
21	Sod restoration	SY	$4.00
22	Asphalt tie in / patch	SY	$1,500.00
23	Root pruning / minor root removal	LF	$35.50
24	Mailbox, sign, or minor appurtenance reset	EA	$150.00
25	Emergency response premium work, after hours if authorized	HR	$150.00
26	Concrete washout and final cleanup	LS	$50.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA		✔
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA		✔
3	Remove existing concrete sidewalk	SF	$115.00	
4	Remove existing concrete driveway / apron	SY	$140.00	
5	4-inch concrete sidewalk replacement	SF	$11.00	
6	6-inch concrete sidewalk replacement	SF	$16.00	
7	4-inch new concrete sidewalk construction	SF	$11.00	
8	6-inch new concrete sidewalk construction	SF	$16.00	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY		✔
10	6-inch concrete driveway apron replacement	SY	$115.00	
11	8-inch concrete driveway apron replacement	SY	$145.00	
12	ADA curb ramp, complete	EA	$900.00	
13	Detectable warning surface	SF		✔
14	Valley gutter replacement	SY		✔
15	Curb and gutter replacement	LF	$20.00	
16	Saw cutting concrete	LF	$80.00	
17	Saw cutting asphalt	LF	$115.00	

18	Subgrade preparation / compaction	SY		✔
19	Extra excavation / unsuitable material removal	CY	$145.00	
20	Stabilized subbase or limerock base, if directed	CY	$145.00	
21	Sod restoration	SY	$18.00	
22	Asphalt tie in / patch	SY		✔
23	Root pruning / minor root removal	LF	$25.00	
24	Mailbox, sign, or minor appurtenance reset	EA		✔
25	Emergency response premium work, after hours if authorized	HR	$175.00	
26	Concrete washout and final cleanup	LS	$175.00	

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$1,100.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$1,200.00	
3	Remove existing concrete sidewalk	SF	$6.50	
4	Remove existing concrete driveway / apron	SY	$7.25	
5	4-inch concrete sidewalk replacement	SF	$13.25	
6	6-inch concrete sidewalk replacement	SF	$14.50	
7	4-inch new concrete sidewalk construction	SF	$13.95	
8	6-inch new concrete sidewalk construction	SF	$15.25	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$7.80	
10	6-inch concrete driveway apron replacement	SY	$14.50	
11	8-inch concrete driveway apron replacement	SY	$16.60	
12	ADA curb ramp, complete	EA	$3,600.00	
13	Detectable warning surface	SF	$45.00	
14	Valley gutter replacement	SY	$16.50	
15	Curb and gutter replacement	LF	$7.25	
16	Saw cutting concrete	LF	$2.00	
17	Saw cutting asphalt	LF	$1.25	

18	Subgrade preparation / compaction	SY	$13.25
19	Extra excavation / unsuitable material removal	CY	$35.00
20	Stabilized subbase or limerock base, if directed	CY	$44.00
21	Sod restoration	SY	$22.50
22	Asphalt tie in / patch	SY	$9.35
23	Root pruning / minor root removal	LF	$11.50
24	Mailbox, sign, or minor appurtenance reset	EA	$80.00
25	Emergency response premium work, after hours if authorized	HR	$165.00
26	Concrete washout and final cleanup	LS	$230.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$495.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$495.00	
3	Remove existing concrete sidewalk	SF	$1.10	
4	Remove existing concrete driveway / apron	SY	$9.00	
5	4-inch concrete sidewalk replacement	SF	$9.99	
6	6-inch concrete sidewalk replacement	SF	$10.74	
7	4-inch new concrete sidewalk construction	SF	$8.49	
8	6-inch new concrete sidewalk construction	SF	$10.24	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$14.98	
10	6-inch concrete driveway apron replacement	SY	$92.14	
11	8-inch concrete driveway apron replacement	SY	$124.00	
12	ADA curb ramp, complete	EA	$2,995.00	
13	Detectable warning surface	SF	$37.95	
14	Valley gutter replacement	SY	$134.00	
15	Curb and gutter replacement	LF	$48.00	
16	Saw cutting concrete	LF	$0.25	
17	Saw cutting asphalt	LF	$0.25	

18	Subgrade preparation / compaction	SY	$1.09
19	Extra excavation / unsuitable material removal	CY	$89.00
20	Stabilized subbase or limerock base, if directed	CY	$129.00
21	Sod restoration	SY	$6.48
22	Asphalt tie in / patch	SY	$190.00
23	Root pruning / minor root removal	LF	$7.00
24	Mailbox, sign, or minor appurtenance reset	EA	$79.00
25	Emergency response premium work, after hours if authorized	HR	$895.00
26	Concrete washout and final cleanup	LS	$300.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$1,000.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$1,000.00	
3	Remove existing concrete sidewalk	SF	$3.00	
4	Remove existing concrete driveway / apron	SY	$25.00	
5	4-inch concrete sidewalk replacement	SF	$12.00	
6	6-inch concrete sidewalk replacement	SF	$14.00	
7	4-inch new concrete sidewalk construction	SF	$10.00	
8	6-inch new concrete sidewalk construction	SF	$12.00	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$25.00	
10	6-inch concrete driveway apron replacement	SY	$14.00	
11	8-inch concrete driveway apron replacement	SY	$16.00	
12	ADA curb ramp, complete	EA	$2,500.00	
13	Detectable warning surface	SF	$50.00	
14	Valley gutter replacement	SY	$225.00	
15	Curb and gutter replacement	LF	$75.00	
16	Saw cutting concrete	LF	$5.00	
17	Saw cutting asphalt	LF	$5.00	

18	Subgrade preparation / compaction	SY	$15.00
19	Extra excavation / unsuitable material removal	CY	$75.00
20	Stabilized subbase or limerock base, if directed	CY	$75.00
21	Sod restoration	SY	$12.00
22	Asphalt tie in / patch	SY	$75.00
23	Root pruning / minor root removal	LF	$25.00
24	Mailbox, sign, or minor appurtenance reset	EA	$250.00
25	Emergency response premium work, after hours if authorized	HR	$100.00
26	Concrete washout and final cleanup	LS	$1,000.00

PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Mobilization (per work order, if authorized by the City)	EA	$650.00	
2	Maintenance of Traffic / Pedestrian Control (Per Day)	EA	$425.00	
3	Remove existing concrete sidewalk	SF	$3.50	
4	Remove existing concrete driveway / apron	SY	$24.00	
5	4-inch concrete sidewalk replacement	SF	$9.25	
6	6-inch concrete sidewalk replacement	SF	$11.25	
7	4-inch new concrete sidewalk construction	SF	$7.00	
8	6-inch new concrete sidewalk construction	SF	$8.75	
9	Clearing / grubbing or minor site preparation for new sidewalk areas	SY	$6.50	
10	6-inch concrete driveway apron replacement	SY	$78.00	
11	8-inch concrete driveway apron replacement	SY	$98.00	
12	ADA curb ramp, complete	EA	$2,400.00	
13	Detectable warning surface	SF	$52.00	
14	Valley gutter replacement	SY	$148.00	
15	Curb and gutter replacement	LF	$54.00	
16	Saw cutting concrete	LF	$4.50	
17	Saw cutting asphalt	LF	$3.25	

18	Subgrade preparation / compaction	SY	$5.00
19	Extra excavation / unsuitable material removal	CY	$38.00
20	Stabilized subbase or limerock base, if directed	CY	$62.00
21	Sod restoration	SY	$9.50
22	Asphalt tie in / patch	SY	$58.00
23	Root pruning / minor root removal	LF	$14.00
24	Mailbox, sign, or minor appurtenance reset	EA	$155.00
25	Emergency response premium work, after hours if authorized	HR	$110.00
26	Concrete washout and final cleanup	LS	$495.00

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Resolution No. 2026-027R
Requested Action
Approve the proposed resolution supporting the acquisition of property within the Ferndale Special Area by the Lake County Board of County Commissioners for permanent conservation and public stewardship.
Staff Report
In 2024, Lake County voters approved a $50 million bond referendum to fund the acquisition and improvement of public lands for conservation, water protection and recreation. The funds under this bond are used to protect drinking water sources and springs, preserve natural areas from over development, improve water quality in rivers, lakes and streams, prevent polluted stormwater runoff, protect wildlife habitat and provide for parks and trails. A Public Lands and Trails Acquisition Committee was formed to evaluate applications submitted by property owners to sell their land for such purposes. In April 2026, a property owner, National Developers, LLC.applied to the County program to sell approximately 289 acres within the Ferdnale Community. The application has been evaluated by staff and will be considered at the July 30 Public Land and Trails Acquisition Committee for recommendation to the Board of County Commissioners. On July 22, the City of Minneola adopted a similar resolution expressing its strong support for the acquisition of the property within the Ferddale Special Area by the Lake County Board of County Commissioners for permanent conservation and public stewardship. Staff recommends Council approve the proposed resolution supporting Lake County's acquisition of the 289 acres within the Ferndale Special Area through the 2024 bond referendum program.
Additional Analysis
Fiscal Impact Summary
None

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. 2026-027R Support Conservation of Land Ferndale Area	2026-027R Support Conservation of Land Ferndale Area.docx
2. Ferndale Property	Ferndale Property.pdf

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, EXPRESSING ITS SUPPORT FOR THE ACQUISITION AND PERMANENT CONSERVATION OF PROPERTY WITHIN THE FERNDALE SPECIAL AREA; ENCOURAGING THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS TO UTILIZE AVAILABLE PARK ACQUISITION FUNDING TO PURCHASE AND PROTECT THE PROPERTY FROM DEVELOPMENT; SUPPORTING PUBLIC ACCESS FOR PASSIVE RECREATION CONSISTENT WITH CONSERVATION; PROVIDING CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERROR, AND AN EFFECTIVE DATE.

WHEREAS, in 2024, the City of Clermont entered into an Interlocal Agreement with the Lake County Board of County Commissioners, the Town of Montverde, the City of Minneola, and the Bella Collina Community Development District (formerly known as the Pine Island Community Development District), providing that lands within the Ferndale Special Area would be designated Rural and Conservation on the Future Land Use Map of Lake County, Florida; and

WHEREAS, the City of Clermont continues to support the preservation of the Ferndale Special Area and the implementation of the commitments reflected in the 2024 Interlocal Agreement; and

WHEREAS, the Ferndale Special Area contains significant natural resources that contribute to the environmental health and quality of life of Lake County, including native habitats, wildlife corridors, open space, scenic vistas, and lands that support groundwater recharge and water resource protection; and

WHEREAS, the permanent conservation of these lands through public ownership would protect them from future development, preserve their natural and rural character, safeguard important environmental resources, and ensure that these public benefits are available for future generations; and,

WHEREAS, the City Council recognizes that permanently protected conservation lands provide opportunities for residents and visitors to experience Florida's natural environment through passive recreational uses such as hiking, walking, wildlife observation, birdwatching, photography, environmental education, and nature appreciation, while maintaining the ecological integrity of the property; and

WHEREAS, the City Council finds that acquiring property within the Ferndale Special Area for conservation purposes advances the public interest by protecting wildlife habitat, preserving open space, supporting groundwater recharge, enhancing regional resilience, and providing compatible public recreational opportunities.

NOW, THEREFORE, be it resolved by the City Council of the City of Clermont, Lake County, Florida, that**:**

SECTION 1: LEGISLATIVE FINDINGS

The foregoing recitals are adopted and incorporated herein as the legislative findings of the City Council.

SECTION 2: SUPPORT FOR PUBLIC ACQUISITION

The City Council expresses its strong support for the acquisition of property within the Ferndale Special Area by the Lake County Board of County Commissioners for permanent conservation and public stewardship.

SECTION 3: REQUEST TO THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

The City Council respectfully urges the Lake County Board of County Commissioners to pursue and utilize available park acquisition grant funding and any other available funding sources to purchase and permanently preserve the property within the Ferndale Special Area, thereby protecting it from future development and ensuring its long-term conservation.

SECTION 4: CONSERVATION AND PUBLIC BENEFIT

The City Council supports the management of the property in a manner that protects its natural resources, wildlife habitat, water recharge functions, scenic character, and ecological integrity while providing opportunities for compatible passive public recreation, environmental education, and appreciation of the natural environment.

SECTION 5: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 6: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 7: EFFECTIVE DATE

This Resolution shall be effective upon passage**.**

NOW, THEREFORE, BE IT RESOLVED, that the above said resolution of the City Council of the City of Clermont, Lake County, Florida be adopted on this 28th day of July 2026.

CITY OF CLERMONT, FLORIDA

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality

_____
Christian W. Waugh, City Attorney


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CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Resolution No. 2025-043R *Residential Utility Rate Reduction*
Requested Action
Table this item to the September 22, 2026, Council meeting.
Staff Report
As part of the Finance Department (UB Division) continuing efforts to modernize billing and payment operations and provide relief to customers where possible, please find attached a policy-based resolution that establishes a discount rate program for eligible Senior Citizen utility customers. The proposed resolution would authorize the Utility Billing division of the Finance Department to discount utility rates for qualified senior citizens aged 65 and older. Upon completion of a certificate of eligibility, a 4% discount will be extended on the total utility bill (excluding taxes). The program would be limited to residential homes with an occupancy of no more than two people (including applicant). **UPDATE 7/20/26** — This item was tabled by City Council until the rate study is complete. The study is expected to be presented before the end of September.
Additional Analysis
Fiscal Impact Summary
The estimated fiscal impact would be a reduction in revenues within the Enterprise Funds (water, sewer, stormwater, and sanitation). Based on factors such as the number of eligible households, an assumed participation rate, and the average utility bill of such accounts, staff estimates an annual reduction in revenue of approximately $120,000.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 2025-043R Clermont Senior Citizen Utility Discount (11.12.2025)	2025-043R Clermont Senior Citizen Utility Discount (11.12.2025).pdf
2. Clermont 2025_senior_discount	Clermont 2025_senior_discount.pdf

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ESTABLISHING RESIDENTIAL UTILITY RATE DISCOUNTS FOR PERSONS AGED 65 AND OLDER; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorize municipalities to adopt ordinances and resolutions in the exercise of its municipal powers; and

WHEREAS, the Clermont City Code, Chapter 38 (Utility Services), Article II (Rates, Charges and Contract), Section 38-47 (Collection of charges for sewer and water service; discontinuance of service for nonpayment), governs the issuance and processing of monthly utility bills for water, sewer, and sanitation services.

WHEREAS, the City Council of the City of Clermont now finds it necessary and desirable to establish a program providing reasonable discounts to residents aged 65 years and older on certain municipal services, subject to limitations imposed by law, bond covenants, and fiscal prudence; and

NOW, THEREFORE, be it resolved by the City Council of the City of Clermont, Florida, that**:**

SECTION 1:

Consumers 65 years or older who maintain a utility account with the City of Clermont are eligible for a four percent (4%) discount on their total utility bill (excluding taxes), provided the following conditions are met:

(a) Be 65 years of age or older;

(b) Have an active utility account listed in their name and reside in the residential home submitted for the discount with an occupancy of no more than two (2) persons, including applicant; AND

(c) Complete and submit the City of Clermont's Certificate of Eligibility as approved by the Finance Department.

SECTION 2: CONFLICT

All Resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 4: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 5: EFFECTIVE DATE

This Resolution shall be effective on February 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the above said resolution of the City Council of the City of Clermont, Lake County, Florida be adopted on this 18th day of November 2025.

CITY OF CLERMONT, FLORIDA

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality

_____
Christian W. Waugh, City Attorney

Department of Finance
Scott Borror, Director

Instructions to Apply for the City of Clermont Senior Residential Utility Discount

The City of Clermont Department of Finance provides a four percent (4%) discount on the total utility bill, excluding taxes, for residential customers aged 65 or older who receive services from the City of Clermont. To apply for this discount, please fill out the attached Certificate of Eligibility and submit a notarized and completed certificate to:

By Mail:

City of Clermont

Department of Finance

685 West Montrose Street

Clermont, FL 34711

By Email:
UtilityBillingSupport@clermontfl.org

Department of Finance
Scott Borror, Director

Senior Residential Utility Certification For Customers 65 Years of Age or Older

Clermont City Council has authorized a utility residential rate discount for persons 65 years of age or older receiving City maintained utility services pursuant to Resolution 2025-043R dated November 18, 2025 and in accordance with City of Clermont Code Chapter 38. To qualify for the Senior Residential Discount, a customer must:

(a) Be 65 years of age or older at the time of certification; AND

(b) Have an active City of Clermont utility account listed in the applicant's name and reside in the residential home submitted for the discount with an occupancy of no more than two (2) persons, including the applicant;

I certify that I am 65 years of age or older and that I am the occupant of the residence listed on the account listed in my name. Furthermore, I certify that all of the information presented below is correct and that I understand that any violation of the City Code provisions shall be punishable by law.

Customer Name: _____

Utility Account Number: _____

Customer Signature: _____

Service Address: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this ____ day of _____ 20____ by _____ and who □ is personally known to me or who □ produced a_____ as identification.

SWORN TO AND SUBSCRIBED before me this _____day of _____, 2025.

Notary Signature: _____

Notary Printed Name:_____

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Ordinance No. 2026-024 *Final* *Stormwater Management*
Requested Action
Approve the proposed revision to the city's stormwater ordinance.
Staff Report
In late 2025, the City of Clermont concluded its 5-year stormwater audit with the State Department of Environmental Protection (DEP). During the audit, the state flagged the city's existing ordinance regarding illicit discharge as being insufficient and required the city to revise and improve the ordinance. The concerns DEP had regarding our old ordinance were that illicit discharge was not clearly defined, and enforcement authority was not sufficiently clear. The attached ordinance is the replacement ordinance that has been reviewed by DEP and accepted as sufficient to define illicit discharge as *any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this Article* and provide clarity regarding the City of Clermont enforcement procedures as outlined in the Code of Ordinances as the mechanism of enforcement for illicit discharges.
Additional Analysis
Fiscal Impact Summary
There is no fiscal impact.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. Ord. 2026-024 Stormwater Management (06.02.2026)	Ord. 2026-024 Stormwater Management (06.02.2026).pdf
2. 2026-024 Legal Ad Stormwater Management	2026-024 Legal Ad Stormwater Management.docx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES, TO INCLUDE DEFINITIONS AND PROHIBITIONS RELATING TO ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND TO ESTABLISH INSPECTION, MONITORING, AND ENFORCEMENT AUTHORITY RELATING THERETO; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 62-624, Florida Administrative Code, regulates municipal separate storm sewer systems and requires local governments to implement measures to reduce pollutants discharged into the stormwater system; and

WHEREAS, the City of Clermont desires to amend its Code to include complete definitions and prohibitions relating to illicit discharges and illicit connections to the City's municipal separate storm sewer system; and

WHEREAS, the City of Clermont further desires to establish clear authority for City officials to inspect, monitor, and investigate areas for potential illicit discharges or illicit connections; and

WHEREAS, the passage of this Ordinance is intended to promote compliance with applicable stormwater management requirements and protect the City's stormwater infrastructure and receiving waters; and

WHEREAS, the City of Clermont finds that this Ordinance is in the best interest and welfare of the residents of the city.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA:

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2: AMENDING CHAPTER 18, "ENVIRONMENTAL AND NATURAL RESOURCES"

The Code of Ordinances of the City of Clermont, Florida, Chapter 18, "Environment and Natural Resources", Article III, "Nuisances Generally", is hereby amended by adding Section 18.58, "Stormwater Management", which reads as follows:

ARTICLE III. – NUISANCES GENERALLY

Sec. 18-58. – Purpose and Intent.

This Article is intended and shall be interpreted to protect, maintain, and enhance both the immediate and long-term health, safety, and general welfare of the citizens of the City of Clermont through the following:

(a) Regulating the contribution of non-stormwater discharge to the municipal separate storm sewer system ("MS4").

(b) Prohibiting illicit connections and illicit discharges to the MS4.

(c) Establishing the authority necessary for City officials to carry out inspection, surveillance, and monitoring procedures necessary to ensure compliance with this Article.

Sec. 18.59 – Exemption.

Action taken under emergency conditions to prevent imminent harm or danger to people, or to protect property from imminent fire, violent storms, hurricanes, or other hazards shall be exempt from the requirements of this Article. However, a report of the emergency action shall be made to the public works director as soon as practicable.

Sec. 18.60 – Definitions.

Construction activity means activities subject to NPDES construction permits as set forth in 40 Code of Federal Regulations, Section 122.26(b)(15).

Illicit connections. An illicit connection is defined as either of the following:

(a) Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency, or

(b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this Article.

Municipal separate storm sewer system (MS4) means a conveyance or system of conveyances such as roads with stormwater systems, municipal streets, catch basins, curbs, gutters, constructed channels or storm drains as set forth in Rule 62-624.200, Florida Administrative Code.

National pollutant discharge elimination system (NPDES) permit means an authorization, license, or equivalent control document issued by the United States Environmental Protection Agency that authorizes discharges into the waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Sec. 18.61 – Prohibitions.

There shall be no commencement, conduct, or continuance of any non-stormwater discharge to the MS4 unless the discharge is pursuant to an NPDES Permit, Florida Department of Environmental Protection exemption letter, or is specifically allowable under Rule 62-624.200(2), Florida Administrative Code. All other non-stormwater discharges are hereby classified as illicit discharges and are prohibited provided, however, vehicle wash operations that do not meet the definition set forth in 62-624.200(2)(o), F.A.C. and which operate without an applicable state permit or exemption letter are permitted if the following conditions are met:

(a) The wash operations last no more than 12 hours during any 24-hour period of time and for no more than four days in any 30-day period of time.

(b) All wash water is contained on the site of the premises, either in an existing detention or retention area or in a grassy or pervious area of the site.

(c) Washing and rinsing of the vehicle may be accomplished by a hose and nozzle set-up but without the benefit of any mechanical apparatus intended to increase the pressure or velocity of the wash water beyond what would otherwise be available utilizing the available pressure from the water source.

(d) All backflow requirements are met upon connection.

(e) Use of biodegradable dish detergent only.

Sec. 18.62 – Prohibitions.

Discharges due to industrial activity or construction activity. Any person or entity subject to an NPDES permit for industrial activity or construction activity shall comply with all provisions of such permit. Proof of compliance with said permit shall be required in a form acceptable to the City prior to the allowing of non-stormwater discharges. The City, through its employees, contractors, subcontractors, or other representatives, is authorized to enter upon, inspect, and monitor the site or sites of the industrial activity or construction activity (the "facility") as follows:

(a) The City shall be permitted to enter and inspect any facility at reasonable times as often as may be necessary in order to determine compliance with this Article. Facility operators shall make the necessary arrangements to allow access to the City. Failure to allow the City access to a facility is an NPDES permit violation and, further, constitutes a violation of this Article.

(b) Facility operators shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit, and shall perform any additional duties required by state and federal law.

(c) The City shall have the right to cause equipment and devices to be installed at or on facility premises to conduct monitoring and/or sampling of the facility's stormwater discharge.

(1) The City has the right to require the facility operator to install monitoring or sampling equipment as necessary. The facility's sampling or monitoring equipment shall be maintained at all times in a safe and proper operating condition by the facility operator at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(2) Any temporary or permanent obstruction to City's access of a facility shall be promptly removed by the facility operator at the written request of the City and shall not be replaced. The costs of clearing such access shall be borne by the facility operator.

Sec. 18.63 – Requirement to prevent, control, and reduce non-stormwater discharges and adhere to state water quality standards.

(a) The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 or watercourses. Any person or entity responsible for a property or premise which is the source of an illicit discharge shall be required to implement, at their expense, structural or non-structural protections to prevent the further illicit discharge. A party's compliance with all terms and conditions of a valid NPDES permit is required. These structural or non-structural protections shall be part of the party's stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

(b) All sites, regardless of size, where construction activity i) requires the issuance of a Florida Building Permit for any type of construction or ii) where a locally issued permit for clearing or grading is issued or required, shall:

(1) Implement erosion and sediment controls to prevent the discharge of sediment-laden runoff from the site. Such controls may be based on generally accepted sediment and erosion control methods adopted by any department of the State of Florida so long as the controls are effective.

(2) Utilize containment, removal, and other practices to manage waste that, if uncontrolled, could become part of the discharge from the site (e.g. discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste).

Sec. 18.64 – Notification of discharge.

Notwithstanding other requirements of the law, if any person or entity responsible for a facility, site, or operation, is aware of any actual or suspected release of materials which may result in an illicit discharge shall immediately notify the City and take all necessary steps to ensure the discovery of the origin, containment, and cleanup of such release. If the illicit discharge emanates from an industrial activity or construction activity, the owner or operator shall also retain an on-site written record of the discharge and document the actions taken to prevent its recurrence. Such records shall be retained for at least three years or as required by federal or state law, whichever is longer.

Sec. 18.65 – Standard operating procedures.

The City's Code Enforcement Department shall maintain standard operating procedures ("SOPs") regarding the inspection, mitigation, and elimination of illicit discharges.

Sec. 18.65 – Enforcement of illicit discharges.

(a) All sites, regardless of size, where construction activity i) requires the issuance of a Florida Building Permit for any type of construction or ii) where a locally issued permit for clearing or grading is issued or required, shall:

(1) The performance of monitoring, analyses, and reporting, if applicable;

(2) The elimination of illicit connections and illicit discharges;

(3) The violating discharges, practices, and operations shall cease and desist;

(4) The abatement or remediation of illicit discharges and the restoration of any affected property within a specified period of time; and

(5) The implementation of source control or treatment practices.

(b) If, after a reasonable period of time to comply or by a date certain provided in the notice, the violation has not been corrected or requirements in the notice have not been satisfied, the issue will be subject to enforcement in accordance with the Code of Ordinances, City of Clermont, Florida.

(c) The city may provide a copy of the notice to State of Florida Department of Environmental Protection or applicable water management district to enable those agencies to also pursue remedies and corrective action as allowable by law.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance 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 affecting 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 SCRIVENER'S ERRORS

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, 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 City Manager's 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, Lake County, Florida on this 28th day of July 2026.

CITY OF CLERMONT, FLORIDA

_____
Tim Murry, Mayor

ATTEST

_____
Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY

_____
Christian W. Waugh, City Attorney

LEGAL NOTICE

On Tuesday, July 28, 2026 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Chapter 18, Environment and Natural Resources.

ORDINANCE NO. 2026-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES, TO INCLUDE DEFINITIONS AND PROHIBITIONS RELATING TO ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND TO ESTABLISH INSPECTION, MONITORING, AND ENFORCEMENT AUTHORITY RELATING THERETO; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 14, 2026

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Ordinance No. 2026-028 *Final* *Duke Energy*
Requested Action
Approve the adoption of the Duke Energy Franchise Agreement
Staff Report
Thirty years ago, in July 1996, the City of Clermont passed an ordinance granting a non-exclusive franchise to Duke Energy's predecessor, Ordinance No. 317-M. This was a 30-year franchise which expires on July 23, 2026. Duke has been negotiating with the City for the past year and, before the City has agreed to renew the franchise, the City has made several demands of Duke Energy. To the best of staff's knowledge, these conditions have either been met or are in the process of being completed. The ordinance as presented is the result of substantial negotiation, but would renew the franchise for ten (10) years instead of thirty (30). It would allow Duke Energy to pull permits for right-of-way work without a permit fee and, in exchange, Duke will provide technical assistance to the City when the City needs to do right-of-way work that could affect Duke's infrastructure. The City staff recommend passage.
Additional Analysis
Fiscal Impact Summary
The payment percentage of 6% remains the same as the previous agreement. The amount received during Fiscal Year Ending 2025 was $3.3 million.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. Ord 2026-028 Duke Energy Franchise (07.16.2026)	Ord 2026-028 Duke Energy Franchise (07.16.2026).pdf
2. Clermont Franchise 1996	Clermont Franchise 1996.pdf
3. 2026-028 Legal Ad	2026-028 Legal Ad.docx

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, NON-EXCLUSIVE RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF CLERMONT, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CLERMONT, FLORIDA:

SECTION 1 – FINDINGS

The City of Clermont, Florida ("City" or "Grantor") deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the "Franchise") granting Duke Energy Florida, LLC d/b/a Duke Energy ("Company" or "Grantee") permission to occupy the Rights of Way in the City for the purpose of providing electric services.

SECTION 2 - SHORT TITLE

This Ordinance shall be known and may be cited as the "Duke Energy Rights of Way Utilization Franchise".

SECTION 3 – DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

(A) "Adversely Affected" – For Company, a loss of one percent (1%) of Base Revenues within the corporate City limits due to Retail Wheeling. For the City, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.

(B) "Base Revenues" – All of Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial and industrial customers and City sponsored street lighting, all within the corporate limits of the city.

(C) "Electric Energy Provider" – Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing

Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

(D) "Electric Utility" – Shall have the meaning set out in Section 366.02(4), *Florida Statutes* (2025), and shall also include every electric "Public Utility" as defined in Section 366.02(8), *Florida Statutes* (2025). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or County.

(E) "Electric Utility System" – An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include, but not be limited to, electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions hereto as shall hereafter be made.

(F) "Franchise Area" – That area for which Company provides electric utility service within the corporate City limits of the City.

(G) "Franchise Fees" – Shall have the meaning set forth in Section 6 of this Ordinance.

(H) "Facilities" – Conduits, cables, poles, wires, street lighting, supports and such other structures, appurtenances or accessories as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service.

(I) "Ordinance" – The ordinance titled and described in the preamble herein and ordained by the City Council of Clermont, Florida.

(J) "Person" – Any person, firm, partnership, association, corporation, company or organization of any kind.

(K) "Public Service Commission" – The Florida Public Service Commission.

(L) "Rights of Way" – All of the public streets, alleys, highways, waterways, easements, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added, consolidated or annexed to the City.

(M) "Retail Wheeling" – A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

SECTION 4 - GRANT OF AUTHORITY

(A) This grant of authority is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services. Accordingly, City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair, and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out, or extended within the present and future limits of the City, provided that all portions of the same shall conform to accepted industry standards, including but not limited to, the National Electrical Safety Code. Grantor and Grantee agree to work together to identify underground conversion projects as part of the annual planning process for Grantor's capital improvement projects. In that regard, the parties agree to work in good faith toward executing a Memorandum of Understanding to facilitate their shared mutual interest in working collaboratively on (1) undergrounding plans and decisions, particularly with respect to any areas designated for use as trail systems; (2) reliability, particularly in the downtown area; and (3) solar streetlighting.

Notwithstanding the above, nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights of Way" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to place its Facilities within the Rights of Way, the City expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.

(B) Annexation or Contraction. City represents that as of the date of the adoption of this Ordinance, it has provided Company with accurate information for all residential, commercial and industrial customers and City sponsored street lighting that are within the Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area as of the date of this Ordinance. However, City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City shall provide written notice to Company's Annexation Coordinator, at the address provided below, within ninety (90) days of such approval, and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within ninety (90) days of any such annexation or contraction, City shall use best efforts to provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, applicable directional and zip

codes associated with each street name, all zip codes assigned to geographic areas located entirely within the City (including zip codes assigned to post office boxes), and all post office box number ranges and the city names and zip codes associated therewith. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Company shall be responsible for remitting the Franchise Fee to service and billing addresses within the Franchise Area.

Lists containing required elements shall be provided by email; except that if a list is available on another medium, City shall, upon request, furnish the list on such medium in addition to, or in lieu of, the emailed list. The municipality shall be responsible for updating the lists as changes occur and for furnishing this information to Company.

All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows, with the address subject to change:

Duke Energy
Tax Team DT02-V
9642 David Taylor Drive
Charlotte, NC 28262
And by email to: TaxTeam@duke-energy.com

Company must revise its payments due to any annexation or contraction within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that Company will exclusively rely upon City to provide timely and accurate information to Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Use of the Rights of Way. Company's right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive, and City reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should City permit an Electric Utility other than Company to use and occupy the Rights of Way for the provision of electric energy service, City agrees that Company may seek injunctive relief.

(D) The parties acknowledge certain areas within the incorporated areas of the City are provided electric service by Sumter Electric Cooperative ("SECO"). The Parties further acknowledge certain areas in the surrounding unincorporated area of Lake County which are currently being served by SECO may be annexed into the corporate limits of the City. Nothing in this Ordinance is intended nor shall be construed to interfere with or disallow SECO from

providing such electrical service within those areas currently being served by SECO or using the Rights of Way for such purpose.

SECTION 5 - NOTICE OF ACCEPTANCE AND TERM OF FRANCHISE

(A) This Ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Commission; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Commission and shall signify its acceptance in writing within thirty (30) days after the City Commission's approval of this Ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

(B) Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of ten (10) years. Thereafter, the Franchise granted by this Ordinance will renew automatically for up to two (2) successive five (5)-year periods, unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal.

SECTION 6 - PAYMENT TO CITY

(A) Effective the first day of the second month beginning after the Effective Date of this Ordinance, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any Franchise Fees that will be paid to the City will be collected by the Company from Company's customers in the Franchise Area and paid to the City in the manner described herein. The City expressly acknowledges that no additional or other

(B) Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest at the rate of ten percent (10%) per annum.

(C) City acknowledges that all classifications and categories of retail customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7 - FAVORED NATIONS

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater

franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly Franchise Fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased franchise fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this Ordinance; it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company. In the event applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights of Way or not utilizing Grantor's Rights of Way, Grantee's Franchise Fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy Provider).

SECTION 8 - GRANTOR RIGHTS

The right is hereby reserved to City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of Company, and shall not conflict with or otherwise interfere with the benefits conferred on Company hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the City or actions (or inactions) of City relating to Company's rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, City and Company agree to work together in good faith to address and resolve such conflict; provided, however, that Company shall be permitted to continue to exercise the rights granted herein during the resolution of any conflict.

SECTION 9 - WORK IN RIGHTS OF WAY

(A) Company is hereby granted the right, authority, and privilege to perform all necessary work and excavations in said Rights of Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. Company shall have the right to fasten, stretch, and lay along the lines of said poles, conduits, pipes, and cables necessary for transmitting and conveying the electric current to be used in Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on Company's business; provided that, in accomplishing these

purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on Company hereunder.

(B) In an effort to promote the highest quality working relationship, the Parties agree that the following steps will be responsively and openly pursued in an effort to resolve any dispute under or arising out of Sections 4(A), 8 and/or 9(A), before resorting to any formal enforcement of this Ordinance (including litigation). Should the City and the Company disagree regarding an issue arising from the City's rule, standard, regulation or local ordinances, damages owed, and/or any other aspect of the Company's work within the City Rights of Way ("Dispute"), all Disputes will be made by written notice to the other Party (the "Dispute Engagement Notice"). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation and attempt to reach a resolution or settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the dispute resolution process will submit a summary of the issues, the requesting Party's position and a summary of the evidence and arguments supporting its position. If the Dispute involves a claim of damages owed, the Dispute Engagement Notice will contain the nature of the damages sought, the alleged cause of the damage, photographs and/or any supporting documentation related to the alleged cause of the damage, support for the alleged damages owed including but not limited to invoices for payments made or work performed. If the Dispute has not been resolved by the Parties within fifteen (15) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing to permit all requested facts to be known and presented, the Dispute shall be escalated to the City Manager and the Vice President – Zone Operations or such other executive within the Company who has authority to resolve the Dispute and who are at a higher level of management than the Parties' representatives who were initially attempting to resolve the dispute. If the Dispute cannot be resolved within fifteen (15) Business Days after referral of the Dispute, or such other period agreed to by the Parties in writing, then either Party may pursue any rights or remedies available to it under this Ordinance.

<u>With respect to Duke Energy distribution poles located in the City's rights-of-way, Duke agrees that it will not charge the City of Clermont for distribution pole stabilization expenses incurred by Duke in connection with maintenance or improvement activity performed by the City, not to exceed eight (8) hours in any one calendar day.</u>

<u>The City agrees to provide written notice including the street address and pole number of the pole to be stabilized at least seven (7) business days to the Duke Energy Large Account Manager before commencement of City's the maintenance or improvement activity, unless pole stabilization is required due to an emergency and/or emergent work, in which case the City shall provide at least twenty-four (24) hours of advance written notice.</u>

The City shall provide Duke with the name, phone number and email address of the person within the City who will be coordinating related to pole stabilization activities.

SECTION 10 - INDEMNIFICATION

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless from and against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs incurred by the City arising out of the death of or bodily injury to any person, or the destruction of or damage to any property and caused by the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Company shall not be required to indemnify and hold harmless City for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from the negligence or willful misconduct of City, its employees, contractors and/or agents. In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise self-insurance insuring City and Company with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

(i) $1,000,000 for bodily injury or death to a person;
$3,000,000 for bodily injury or death resulting from any one accident;
(ii) $500,000 for property damage resulting from any one accident; and
(iii) $1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

SECTION 11 - RECORDS AND REPORTS

(A) Company Rules and Regulations. The following documents shall be available to City upon City's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of City's Rights of Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company, as determined by Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering

any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (A).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of Franchise Fees, subject to Company's obligation to keep certain records confidential. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require an audit of Company's books related to this Ordinance upon prior written notice and during Company's normal business hours not more than once every three (3) years and then only for the preceding three (3) years. Company will reimburse City's audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to Company's error, interest will be calculated at the rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to City's obligations in Section 4(B), within ninety (90) days of the Effective Date of this Ordinance, City shall provide to Company a report in a format acceptable to Company setting forth a list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, and applicable directional and zip codes associated with each street name. City shall annually thereafter provide a report identifying any changes to the address listing provided the previous year. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even.

SECTION 12 - RETAIL WHEELING

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this Ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between Company and City. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Lake County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

SECTION 13 – SEVERABILITY

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 14 - GOVERNING LAW AND VENUE

(A) This Ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Ordinance, the same shall be brought in the appropriate state court in Lake County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Orlando Division.

SECTION 15 – MERGER

This Ordinance is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16 – NOTICES

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested, or by recognized commercial delivery with delivery receipt requested (e.g., FedEx, UPS or DHL). Any such notice shall be deemed to have been given when received by the recipient based on the delivery receipt. All notices shall be addressed as follows:

To City:
City Clerk
Tracy Ackroyd Howe
685 West Montrose Street
Clermont, FL 34711
Phone: (352) 241-7331

To Company:
Duke Energy
Government & Community Relations Dept.
299 1st Avenue North – FL163
St. Petersburg, FL 33701
Phone: (727) 820-5141

SECTION 17 - NON-WAIVER PROVISION

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18 - REPEALER AND SUPERSEDING PROVISION

This Ordinance shall supersede, as to the rights, privileges, and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance.

Ordinance No. 317-M and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this Ordinance and none of the provisions of such repealed Ordinance No. 317-M and any amendments thereto shall have any further force and effect.

SECTION 19 - DISPUTE RESOLUTION

The parties to this Ordinance agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of July 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality
for the use and reliance of the
City of Clermont, Florida, only.

_____
Christian W. Waugh, City Attorney

CITY OF CLERMONT

MISCELLANEOUS ORDINANCE
NO. 317-M

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING TO FLORIDA POWER CORPORATION, A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE TO OCCUPY MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF CLERMONT, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC AND POWER SERVICES; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION, AND PROVIDING AN EFFECTIVE DATE.

THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. DEFINITIONS: For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. Grantor shall mean City of Clermont, Lake County, Florida.

B. Grantee shall mean Florida Power Corporation.

C. Electric Utility System shall mean an electric power system installed and operated in the franchise area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.

D. Franchise Area shall mean that area for which Grantee provides electric utility service which is within the corporate city limits of the Grantor.

E. Base Revenues shall mean revenues from the sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.

F. Person means any person, firm, partnership, association, corporation, company, or organization of any kind.

G. Rights-of-Way shall mean all of the public streets, alleys, highways, waterways, bridges, easements, sidewalks and parks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

H. Retail Wheeling shall mean a customer/supplier arrangement whereby an electric energy provider utilizes transmission and/or distribution facilities of Grantee to make energy sales directly to an end use customer located within the franchise area.

I. Adversely Affected shall mean for the Grantee, a loss of one percent (1%) of Base Revenues within the corporate city limits due to Retail Wheeling. For the Grantor, a loss of one percent (1%) of franchise fees due to Retail Wheeling.

SECTION 2. FINDINGS:

A. The Grantor deems it necessary, desirable, and in the interest of its citizens to establish by ordinance a franchise granting to Grantee the permission to occupy rights-of-way in the City of Clermont, Florida, for the purpose of providing electric services.

B. The Grantee is willing to undertake the installation and operation of its electric utility facilities under a franchise from Grantor.

SECTION 3. SHORT TITLE:

This Ordinance shall be known and may be cited as the "Florida Power Corporation Franchise."

SECTION 4. GRANT OF AUTHORITY:

A. There is hereby granted by Grantor, to Grantee, the right and privilege to construct, erect, operate, own and maintain, in, upon, along, across, above, over and under Rights-of-Way now laid out or dedicated, and all extensions thereof, and additions thereto in the corporate city limits, poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and other fixtures necessary or proper for the maintenance and operation of its Electric Utility System, provided that all portions of the same shall conform to the National Electrical Safety Code. This Franchise is awarded subject to the provisions of general or special laws of Florida now existing or hereinafter enacted. This grant of authority is limited to the provision by Grantee of electric utility services. Grantee agrees that without the prior written permission of Grantor, it will not allow any entity providing a wireless communication system to acquire rights to occupy Rights-of-Way under this Franchise. In the event Grantee desires to use its existing facilities, or construct new facilities, in order to provide public communications, leased fiber optic capacity, or video services to existing or potential consumers, Grantee must obtain additional and separate permission from Grantor for such activities.

B. Annexation or Contraction. Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Grantor approves any Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to Grantee. Grantee must revise its payments due to any expansion or reduction by annexation within a reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.

C. Non-Exclusive Use. The right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive, and the Grantor reserves the right to grant a similar use of said Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy Rights-of-Way as aforesaid.

D. Non-Compete. As a further consideration of this franchise, the Grantor agrees not to engage in the business of generating, transmitting or distributing and selling electricity during the term of this franchise or any extension thereof in competition with the Grantee.

SECTION 5. TERM OF FRANCHISE:

A. Except as otherwise provided herein, the Franchise and rights herein granted shall take effect and be in force from and after the final passage hereof, as required by law and upon the filing of an acceptance by Grantee of all the terms thereof with the Grantor and shall continue in force and effect for a term of thirty (30) years after the effective date of this Franchise ordinance.

B. However, if in the event the appropriate governmental authorities authorize Retail Wheeling, then, either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing franchise fee payments between Grantee and Grantor. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Lake County, Florida for declaratory relief as to the proper franchise fee in light of Retail Wheeling.

C. Each party shall bear its own costs in such a proceeding. During the pendency of any negotiations pursuant to the reopener or any declaratory action arising therefrom the current franchise payment as set forth in Section 6 shall continue to apply. Provided, however, if as a result of such negotiations or any declaratory action arising therefrom, a different franchise payment is determined, that new franchise payment shall apply retroactively to the first full month following the

date this ordinance is reopened and the parties shall balance their accounts accordingly.

D. In all events, Grantor shall not grant more favorable treatment to providers of Retail Wheeling than is granted to Grantee under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of Grantor shall be given a competitive advantage over Grantee.

SECTION 6. PAYMENT TO GRANTOR:

A. Effective the first day of the second month beginning after the effective date of this ordinance, Grantor shall be entitled to receive from Grantee a monthly franchise amount which will equal six percent (6%) of Grantee's Base Revenues for the preceding month which amount shall be the total compensation due Grantor for the rights, authority and privileges granted by this Franchise.

B. Payment shall be made to the Grantor for each month no later than the twentieth (20th) day of the following month. The monthly payment may be made by wire transfer. Any monthly payment or any portion thereof received twenty (20) days after the due date shall be subject to interest at the rate of ten percent (10%) per annum until all payments are paid in full.

SECTION 7. FAVORED NATIONS:

A. In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of the amount provided for per Section 6 above, the Grantee shall immediately notify the Grantor and the Grantor reserves the right to amend this Franchise to require the Grantee to pay the Grantor such additional franchise fees. The Grantee's failure to notify Grantor of such additional payments does not limit Grantor's rights to such additional franchise fees nor limit Grantee's liability with respect thereto including late payments outlined in Section 6 (B).

B. In no event shall Grantor receive a franchise fee that is less, in terms of percentage and/or Base Revenues, than any other governmental entity within Grantee's service area, except that, in the event Grantor shall hereafter grant a utility franchise to any other energy supplier providing for the payment of a franchise fee less than the amount provided for in Section 6 above, then Grantor shall be obligated to accept an amendment of this ordinance providing for a decrease in the franchise fee to such lesser amount.

SECTION 8. RATES AND SERVICES PROVIDED:

The rates to be charged and services provided by the Grantee for electric service within the corporate limits of Grantor during the term of this franchise shall be as provided in the Grantee's tariffs now or hereafter approved by the Florida Public Service Commission, or such agency of the State of Florida or other entity as may have proper jurisdiction over such rates and charges of Grantee.

SECTION 9. CHARACTER OF SERVICE:

Grantee agrees that the materials to be used in the construction, operation and maintenance of the electric distribution system and the service to be rendered thereby shall be in every respect equal to those provided to Grantee's other franchised communities. Grantee shall maintain a business office or locations within the City which shall be open during normal business hours for the purpose of accepting payments of electric bills and receiving customer inquiries.

SECTION 10. INDEMNIFICATION:

A. Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities thereunder, and the acceptance of this franchise by Grantee shall be deemed an agreement on the part of the Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which Grantor may incur by reason of the neglect, default, or misconduct of Grantee in the construction, operation, or maintenance of its electric utility facilities thereunder.

B. Grantee shall maintain through out the term of this Franchise sufficient financial resources to provide self insurance insuring the Grantor and Grantee with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

1) $1,000,000 for bodily injury or death to a person;
$3,000,000 for bodily injury or death resulting from any one accident.
2) $50,000 for property damage resulting from any one accident.
3) $1,000,000 for all other types of liability.

C. It is acknowledged by the Grantor that Grantee provides its own liability insurance (self-insured). Grantee must submit on an annual basis, when submitting its annual audited financial report, documentation that clearly demonstrates that it has accumulated sufficient financial resources in order to provide insurance coverage as indicated in Section 10(B) above.

SECTION 11. APPROVAL OF TRANSFER:

A. The rights and privileges granted by this Franchise shall not be sold or assigned in whole or in part without the Grantor's prior written approval; however, such consent shall not be unreasonably withheld. No such sale or assignment shall be effective until the vendee or assignee has filed with the Grantor an instrument, duly executed, reciting the facts of such sale, or assignment and agreeing to perform all the conditions thereof.

B. Grantee shall annually submit to Grantor, Attention: Finance Department, a copy of its Audited Annual Financial Report upon its normal issuance of same. By acceptance of this Franchise, the Grantee specifically agrees that in the event of any violation of this Section, after thirty (30) days written notice and an opportunity for Grantee to cure, Grantor may cause the Franchise granted herein to be terminated.

SECTION 12. GRANTOR RIGHTS IN FRANCHISE:

The right is hereby reserved to the Grantor to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Grantee or materially interfere with the benefits conferred on Grantee hereunder.

SECTION 13. WORK IN THE RIGHT-OF-WAY:

The Grantee is hereby granted the right, authority and privilege to make all necessary excavations in said square, streets, avenue, alleys, thoroughfares, public grounds and other parts of Grantor. The Grantee shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in Grantee's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs along said lines that may in any way endanger the proper operation of same. Moreover, the Grantee shall have the right to construct, erect, operate and maintain in said City an electric system consisting of central plant or plants with all the engines, boilers, dynamos, machines and devices, and appliances that may be required for generating electricity, together with necessary substations, lines and related facilities and for carrying Grantee's business; provided that, in accomplishing these purposes, the streets of said City shall not be unreasonably obstructed and work in connection therewith shall be designed, done, and carried on in conformity with such reasonable rules, regulations and local ordinances as may be adopted by Grantor for the protection of the public. All disturbed properties shall be restored to their previous condition.

SECTION 14. RECORDS AND REPORTS:

The following records and reports shall be filed with or available to Grantor:

A. Grantee Rules and Regulations. Copies of rules, regulations, terms and conditions adopted by Grantee that relate to Grantee's use of Grantor's Right-of-Way shall be available upon request by Grantor.

B. Accounting. Grantee shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission, or as mutually agreed to by the Grantor and Grantee. Should the Florida Public Service Commission cease to exist, the City retains the right to require the Grantee to maintain a system of accounts and forms of books and accounts and memoranda prescribed by the Federal Energy Regulatory Commission or any other applicable agency.

C. Reports. The Grantee will attach to each payment a statement of its Base Revenues by revenue account for the period on which such payment is based, signed by an authorized representative of the Grantee, in such reasonable form and detail as Grantor may from time to time prescribe, sufficient to show the source and method of computation of Base Revenues. The acceptance of any statement or payment shall not estop the Grantor from asserting that the amount paid is not the amount due or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (B).

D. Availability or Records and Reports. Grantee shall supply all accounts and records of the Grantee and/or all such information that the Grantor or its representatives may from time to time reasonably request or require relative to the calculation of franchise fees. Such financial records shall be kept and maintained in accordance with generally accepted accounting principles. All of these records shall, on written request of Grantor, be open for examination and audit by Grantor and Grantor's representatives during ordinary business hours, and such records shall be retained by Grantee for a period of five (5) years.

E. Audit. Grantor may require an audit of Grantee's books. Grantee will reimburse Grantor's audit costs if the audit identifies errors in the Grantee's franchise base Revenues of five percent (5%) or more for the period audited. Errors identified during the audit process shall be projected for any additional time periods not covered during the audit if there is a reasonable probability these errors occurred during the unaudited period, but not for more than five (5) years. If an underpayment of franchise fees has occurred, interest will be computed at a rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within thirty (30) days after receipt of demand therefor from Grantor.

SECTION 15. GRANTOR'S AUTHORITY:

A. Nothing in this Franchise shall prevent Grantor from levying and collecting such taxes as Grantor may from time to time be empowered, by law, to levy and collect provided such taxes shall be applied uniformly to all persons within Grantor's corporate limits and shall not constitute an additional tax or fee for Grantee's use of the Rights-of-Way. Such taxes are not considered part of the franchise fees.

B. In the event the Grantor acquires the property rights of Grantee as well as any extensions thereof within and without the City, used in or useful in or connected with Grantee's Electric Utility System and the extensions thereof, all grants or renewals shall at once terminate.

SECTION 16. ACCEPTANCE:

This ordinance shall become effective upon being legally passed and adopted by the City Council of the City of Clermont, as provided by law; and it is further agreed that Grantee shall accept this franchise as of the date of the passage and adoption by the City Commission and shall signify its acceptance in writing within thirty days after the City Council's approval of this ordinance by filing its written acceptance with the City Clerk.

SECTION 17. ATTORNEY'S FEES AND EXPENSES:

Except as otherwise provided for herein, Grantor and Grantee hereto agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this Franchise, the prevailing party shall be entitled to recover a reasonable amount of attorney's fees and court costs, including fees and costs on appeal, from the non-prevailing party.

SECTION 18. GOVERNING LAW AND VENUE:

A. The rights and privileges granted to Grantee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of Grantor's Rights-of-Way and nothing in this Franchise shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its Rights-of-Way.

B. The Franchise and rights herein granted are subject to the provisions of existing Federal laws and the laws of the State of Florida and those hereafter enacted pertaining to the granting of franchises and to Retail Wheeling.

C. Venue. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Orlando Division.

SECTION 19. NOTICES:

Except in exigent circumstances, all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

To Grantor: City Manager
City of Clermont
P.O. Box 120219
Clermont, FL 34712-0219

To Grantee: General Counsel
Florida Power Corp.
P.O. Box 14042
St. Petersburg, FL 33733

SECTION 20. NON-WAIVER PROVISION:

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 21. SEVERABILITY:

Should any section or provision of this Franchise Ordinance or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the Grantor and Grantee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 22. PUBLICATION AND EFFECTIVE DATE

This ordinance shall be published as provided by law and it shall become law and take effect July 23, 1996.

First Reading this 9th day of July, 1996.
Second Reading this 23rd day of July, 1996.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA THIS 23rd DAY OF JULY, 1996.

Robert A. Pool, Mayor

Attest:

Joseph E. Van Zile, City Clerk

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, July 28, 2026 at 3:00pm for the enactment of the following proposed ordinance:

ORDINANCE 2026-028

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC D/B/A DUKE ENERGY, NON-EXCLUSIVE RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF CLERMONT, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 14, 2026

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Fiscal Year 2027 Proposed Ad Valorem Millage Rate
Requested Action
Adopt 4.2900 as the proposed Fiscal Year 2027 maximum Ad Valorem millage rate that will be noticed to all taxpayers.
Staff Report
Pursuant to Florida Statutes, the City must inform the Lake County Property Appraiser by August 4, 2026, of the proposed maximum Ad Valorem millage rate for Fiscal Year 2027. The proposed maximum millage rate will be included in the property tax notices mailed to all City property owners by the Lake County Property Appraiser in August. This notice of the proposed rate also includes the date of the public hearing to adopt the tentative millage rate, which is Thursday, September 10, 2026, at 5:30 pm. The final millage rate for Fiscal Year 2027 will be approved by the City Council at a public hearing on Thursday, September 24, 2026, at 5:30 pm. The final rate may be lower than the proposed maximum millage rate, but it may not be higher. Per the Budget Workshop on July 8, 2026, the majority of the City Council recommended that the proposed maximum millage rate be adopted at 4.2900 mils for Fiscal Year 2027. This reflects a decrease from the current year's rate of 4.5900.
Additional Analysis
Fiscal Impact Summary
Per the DR-420 form, a millage rate of 4.2900 will generate $29,978,225 of General Fund revenue for Fiscal Year 2026-2027.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. DR420MMP Maximum Millage Levy Calculation	DR420MMP Maximum Millage Levy Calculation.pdf
2. DR420 City of Clermont Operating	DR420 City of Clermont Operating.pdf
3. DR420TIF - Clermont CRA	DR420TIF - Clermont CRA.pdf
4. DR420TIF - Clermont CRA Amended 2015	DR420TIF - Clermont CRA Amended 2015.pdf

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

Year: 2026	County: Lake
Principal Authority Name: City of Clermont	Taxing Authority Name: City of Clermont - Operating

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)
	IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	4.3665	per $1,000	(2)
	Calculate maximum millage levy			
3.	Majority vote maximum millage rate allowed *(Enter rolled-back rate from line 2)*	4.3665	per $1,000	(3)
4.	Two-thirds vote maximum millage rate allowed *(Multiply Line 3 by 1.10)*	4.8032	per $1,000	(4)
5.	Current year proposed millage rate (See page 3 for Instructions)	4.2900	per $1,000	(5)
6.	**Minimum vote required to levy proposed millage:** (Check one)			(6)
☑	a. Majority vote of the governing body: Check here if Line 5 is less than or equal to Line 3. The maximum millage rate is equal to the rolled-back rate. *Enter Line 3 on Line 7.*			
☐	b. Two-thirds vote of governing body: Check here if Line 5 is less than or equal to Line 4, but greater than Line 3. The maximum millage rate is equal to proposed rate. *Enter Line 5 on Line 7.*			
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 5 is greater than Line 4. The maximum millage rate is equal to the proposed rate. *Enter Line 5 on Line 7.*			
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 5 on Line 7.*			
7.	The selection on Line 6 allows a maximum millage rate of *(Enter rate indicated by choice on Line 6)*	4.3665	per $1,000	(7)
8.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 6,987,931,256		(8)
9.	Current year proposed taxes *(Line 5 multiplied by Line 8, divided by 1,000)*	$ 29,978,225		(9)
10.	Total taxes levied at the maximum millage rate *(Line 7 multiplied by Line 8, divided by 1,000)*	$ 30,512,802		(10)
	DEPENDENT SPECIAL DISTRICTS AND MUNICIPAL SERVICE TAXING UNITS (MSTUs) STOP ***STOP HERE. SIGN AND SUBMIT.***			
11.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 9 from each district's Form DR-420MM-P)*	$ 0		(11)
12.	Total current year proposed taxes *(Line 9 plus Line 11)*	$ 29,978,225		(12)
	Total Maximum Taxes			
13.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 10 from each district's Form DR-420MM-P)*	$ 0		(13)
14.	Total taxes at maximum millage rate *(Line 10 plus line 13)*	$ 30,512,802		(14)
	Total Maximum Versus Total Taxes Levied			
15.	Are total current year proposed taxes on Line 12 equal to or less than total taxes at the maximum millage rate on Line 14? (Check one)	☑ YES	☐ NO	(15)

Continued on page 2

SIGN HERE	**Taxing Authority Certification** City of Clermont - Operating	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title:	Contact Name and Contact Title:	
	Mailing Address:	Physical Address:	
	City, State, Zip:	Phone Number:	Fax Number:

Complete, certify and submit this Form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with a completed Form DR-420, Certification of Taxable Value.

Submit the forms electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at https://eportal.oasys.floridarevenue.com/.

All TRIM forms for taxing authorities are available at:
floridarevenue.com/property/forms

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form provides for the calculation of the maximum tax levy for the current year allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

Form DR-420MM-P shows the preliminary maximum millages and taxes levied based on the proposed adoption vote. Each taxing authority must complete, sign, and submit this DR-420MM-P and DR-420, *Certification of Taxable Value* to the property appraiser.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority must file Form DR-420MM, *Maximum Millage Levy Calculation Final Disclosure*, with Form DR-487, *Certification of Compliance*, with the Department of Revenue.

Line Instructions

Lines 3 and 4

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 5

Rate cannot exceed the statutory rate of the principal taxing authority.

Line 6

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 7

Enter the millage rate indicated by the box checked in Line 6. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the rolled-back rate. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 7, rather than the maximum rate, so that the comparisons on Lines 11 through 15 are accurate.

References

This form mentions the following documents, which are incorporated by reference in Rule 12D-16.002, Florida Administrative Code. The forms are available at floridarevenue.com/property/forms.

Form	Form Title
DR-420	Certification of Taxable Value
DR-420MM	Maximum Millage Levy Calculation - Final Disclosure
DR-487	Certification of Compliance

FLORIDA

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Lake
Principal Authority : City of Clermont	Taxing Authority : City of Clermont - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 6,713,405,260			(1)
2.	Current year taxable value of personal property for operating purposes	$ 274,525,996			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 6,987,931,256			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 353,354,102			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 6,634,577,154			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 6,302,286,629			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 2	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/30/2026 2:35:55 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	4.5900 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 28,927,496	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 421,928	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 28,505,568	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 106,389,352	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 6,528,187,802	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	4.3665 per $1000	(16)
17.	Current year proposed operating millage rate	4.2900 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 29,978,225	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 28,505,568	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	4.3665 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 30,512,802	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 29,978,225	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	4.2900 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	-1.75 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/10/2026	5:30 PM EST	685 W Montrose St Clermont 34711

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

All TRIM forms for taxing authorities are available on our website at
http://floridarevenue.com/property/Pages/TRIM.aspx

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Lake
Principal Authority : City of Clermont	Taxing Authority : City of Clermont - Operating
Community Redevelopment Area : Downtown Clermont CRA	Base Year : 1997

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 100,401,418	(1)
2.	Base year taxable value in the tax increment area	$ 14,916,236	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 85,485,182	(3)
4.	Prior year Final taxable value in the tax increment area	$ 91,465,263	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 76,549,027	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/30/2026 2:35:55 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 81,210,923	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 334,203	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Lake
Principal Authority : City of Clermont	Taxing Authority : City of Clermont - Operating
Community Redevelopment Area : Downtown Clermont CRA (Amended; 2015)	Base Year : 2015

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 41,706,327	(1)
2.	Base year taxable value in the tax increment area	$ 15,202,718	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 26,503,609	(3)
4.	Prior year Final taxable value in the tax increment area	$ 35,237,373	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 20,034,655	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/30/2026 2:35:55 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 25,178,429	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 87,725	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

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- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

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- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

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Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, July 28, 2026	
Agenda Item Name	
Resolution No. 2026-024R	
Requested Action	
Approve Resolution 2026-024R.	
Staff Report	
This resolution establishes a Parking Garage Technical Special Advisory Committee as directed by Council.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. 2026-024R Parking Garage Special Technical Advisory Committee	2026-024R Parking Garage Special Technical Advisory Committee.docx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA CREATING A DOWNTOWN PARKING GARAGE SPECIAL ADVISORY COMMITTEE FOR ECONOMIC DEVELOPMENT; PROVIDING FOR THE MEMBERSHIP OF THE COMMITTEE; APPOINTMENT BY THE CITY COUNCIL AND DUTIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-52 of the City Code, the City Council has the authority to create special committees as the Council deems in the best interest of the City of Clermont; and

WHEREAS, it has been determined by the City Council that the creation of a special committee to be known as the Downtown Parking Garage Special Technical Advisory Committee is in the best interest of the citizens of the City of Clermont.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clermont, that:

SECTION 1.

The City Council of the City of Clermont does herby create a committee to be known and designated as the Downtown Parking Garage Special Technical Advisory Committee subject to the following:

1. Membership. There shall be seven (7) members of the Downtown Parking Garage Special Technical Advisory Committee and shall be appointed by the Council.

2. Qualifications. To qualify as a member, the individuals must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the City of Clermont downtown.

3. Staff Assignment/Responsibilities.

a) The City's Economic Development Director, or his designee, shall be the lead staff for the Committee and shall guide the Committee as to the directives provided by council. The City Manager shall designate necessary staff to provide administrative support to the Committee.

b) The Committee shall meet as often as necessary and focus on bringing forward direction and recommendations to City Council regarding designs for a parking garage at the 7th Street property and City Hall and deliver concept plans with estimated budget.

4. Conduct of meetings. The Downtown Parking Garage Special Technical Advisory Committee shall operate in accordance with applicable law. At its first meeting, the committee shall appoint a chairperson, who shall conduct the meetings and a vice chairperson who shall conduct the meetings in the absence of the chairperson. A quorum of four (4) shall be required to conduct official business of the committee.

SECTION 2: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 4: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 5: EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 28th day of July 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

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Downtown Parking Garage Special Technical Advisory Committee
Requested Action
Staff is seeking Council selection of the members for the Downtown Garage Special Technical Advisory Committee.
Staff Report
At the June 23, 2026, Council meeting, Council directed staff to create an online application for volunteers to serve on the Downtown Parking Garage Special Technical Advisory Committee. Applicants for the committee must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity, so engaged within the City of Clermont downtown. The application was posted online in late June with instructions that applications must be submitted to the City Clerk and received no later than 5:00 p.m. on July 16, 2026. This allows time for staff to gather the applications and place them on the July 28th Council agenda for committee selection. Staff is seeking Council selection of the members for the Downtown Garage Special Technical Advisory Committee.
Additional Analysis
Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Committee Appointment Requests	Committee Appointment Requests.pdf
2. Sinclair, Anna	Sinclair, Anna.pdf
3. Geertgens, Jordan	Geertgens, Jordan.pdf
4. Mullins, Keith	Mullins, Keith.pdf
5. Stringfellow, Jayson	Stringfellow, Jayson.pdf
6. Howard, Tod	Howard, Tod.pdf
7. Downs, William	Downs, William.pdf
8. DeStefano, Rocco	DeStefano, Rocco.pdf
9. Green, Juliana	Green, Juliana.pdf
10. Fracasso, Evan	Fracasso, Evan.pdf
11. Adams, Tim	Adams, Tim.pdf

Committee Appointment Request				
Parking Garage Special Technical Advisory Committee	**REQUESTOR**	**ADDRESS**	**LIVES/ WORKS IN DOWNTOWN**	**REQUESTING**
	Ana Sinclair	575 W. Minneola	Lives	Appointment
	Jordan Geertgens	12123 Woodglen Circle	Works	Appointment
	Keith Mullins	640 Drew Avenue	Works	Appointment
	Jason Stringfellow	1455 W. Lakeshore Drive	Works	Appointment
	Tod Howard	1986 Brantley Circle	Works	Appointment
	William Downs	16303 Crestavista Avenue	Works	Appointment
	Rocco J DeStefano	13135 Summerlake Way		Appointment
	Juliana Green	136 Colonial Pine Lane	Works	Appointment
	Evan Fracasso	1844 12th Street		Appointment
	Tim Adams	1211 Shorecrest Circle	Works	Appointment

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Ana Sinclair

Home Address: 575 W Minneola Ave, Clermont, Florida 34711

Phone: 954-867-4820 Alternate: _____

Email: ceciliasinclair@pm.me Occupation: Product Manager

Provide a statement about yourself indicating background experience:

While I am not an urban planner or transportation enginner, I'm experienced in evaluating competing priorities, balancing stakeholder needs, and making data-informed decisions. I have a passion for urbanism, walkability, and the long-term economic success of our community. Because of this, I've spent considerable time learning about urban design, parking policy, and placemaking. I understand best practices in creating vibrant downtowns and understand how parking decisions can either promote or hinder economic activity.

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

A community-focused perspective. I believe I can contribute by asking thoughtful questions, objectively evaluating information presented by technical experts, and helping ensure that community values are taken into account alongside financial and engineering considerations. While I don't own a business, I experience downtown daily and frequent many of its businesses. Because of this, I can also act as a liaison between the business owners and the community that supports them.

Please note:

Committee Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the City of Clermont downtown.

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk's Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
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- Fax: 352-394-2394

CITY OF CLERMONT – CITY CLERK'S OFFICE
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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Jordan Geertgens

Home Address: 12123 Woodglen Cir.

Phone: 6073213170 Alternate: _____

Email: Jordan.geertgens@gmail.com Occupation: Business Owner

Provide a statement about yourself indicating background experience:

I am a small business owner in Clermont Downtown Area, Gurch Coffee. I am also on the board of the South Lake Art League. I believe I am in a position to provide day to day insight into downtown while also understanding the cultural impact of art for Downtown.

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

I feel I can bring a good day to day view of the Downtown along with how customers and visitors actually flow through Downtown. I can provide insight on the cultural impact of art provided for a new parking structure.

Please note:

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Keith Mullins

Home Address: 640 Drew Ave

Phone: 352 978-1704 Alternate: 352 394-9805

Email: kemflawine@gmail.com Occupation: retailer

Provide a statement about yourself indicating background experience:
22 Years as a downtown merchant
former City Councilman
resident since 1988

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

History of downtown parkijg situation
experience in working as a group to achieve goal
familiar with government budget process

Please note:

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Questions?

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Jayson A Stringfellow

Home Address: 1455 W lakeshore Drive

Phone: 352-267-1104 Alternate: _____

Email: ennyx1@gmail.com Occupation: Developer/investor

Provide a statement about yourself indicating background experience:
40+ years of commercial and residential development here in Clermont and Lake county

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

Have been instrumental from the very beginning in the restoration and implementation o
Invested substantial sums and risked throwing rep and weight behind the revitalization o
Understand the growth trends from being on the ground for years and involved with mar
bringing an actual not theoretical experience and understanding of the pedestrian patter

Please note:

Committee Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the City of Clermont downtown.

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Tod Howard

Home Address: 1986 Brantley Circle

Phone: 3529884493 Alternate: _____

Email: Florida Occupation: Self

Provide a statement about yourself indicating background experience:

Business owner in South Lake for over 26 years. Prevoius experience on numerous governmental boards as well as being an elected official at city and county levels

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

I have indepth knowledge of the issue along with being an avid usre of the downtown. I also have a background in facility design, Construction and maintenance.

Please note:

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: William Downs

Home Address: 16303 Crestavista Ave, Clermont Fl. 34714 / 790 W. Minneola Ave, Clermont, FL. 34711

Phone: 352-636-9089 **Alternate:**

Email: bill@suncreekbrewery.com **Occupation:** Owner - Suncreek Brewery

Provide a statement about yourself indicating background experience:

I've been the owner and operator of Suncreek Brewery since 2017. In those eight years, I've experienced firsthand the parking challenges in downtown Clermont and how they limit businesses and inconvenience customers—during special events and, increasingly, even during non-event periods.

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

I believe I will bring the perspective of a moderate to high-volume business to the discussion. After looking for a common-sense solution for more than 10 years, I believe we have an opportunity to make meaningful progress.

I can provide foot-traffic data from our POS system to help inform discussions. I believe there is an immediate need for a census of the downtown working population to determine how many parking spaces are conveniently available to paying customers after employees park and vendors make deliveries during peak business hours. Since all downtown businesses depend on this revenue, understanding the true availability of customer parking is critical.

While I am not a data scientist, I can compile traffic and volume analyses based on those population studies if the necessary data can be provided or collected.

Please note:

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Rocco J DeStefano

Home Address: 13135 Summerlake Way Clermont, Florida 34711

Phone: 4072479348 Alternate: _____

Email: rocky.destefano@cfafranchisee.com Occupation: Restaurant Owner

Provide a statement about yourself indicating background experience:
I have been a Chick-fil-A franchisee for 31 years, 22 of them in Clermont. I have lived in Clermont since 1999. I now have 2 Chick-fil-A's in Clermont and consult two additional ones at the Orlando International Airport. Soon I may consult a third there. I believe I am qualified to help discern the best site for the garage.

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

Impartiality. I also had a vested interest in a downtown business for 5 years. So I believe I have the experience to sit on this board and make the right decision for the Dowtown merchants, the citizens, and the city. I can make the decision without having any current business interests in Downtown. My only desire is to make the right choice.

Please note:

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Juliana Green

Home Address: 136 COLONIAL PINE LANE · MINNEOLA FL 34715

Phone: 352 978 8016 Alternate: _____

Email: Jugreen27@gmail.com Occupation: Business Owner

Provide a statement about yourself indicating background experience:

Nurse for 12 year then transition to small business ownership and currently own/operate seven different stores which 4 out of 7 are located downtown Clermont (Teamont, main squeeze, Everything Local, Seven made). Board member of SL chamber of commerce.

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

Have always been committed to Clermont's development by creating new employment opportunities and new services to our city. I have witnessed our growth first hand and understand the value of excellence, commitment and dedication. Bring an unique perspective of our current parking challenges and customer feedback on needs and perceptions (have always been a priority).

Please note:

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Evan Fracasso

Home Address: 1844 12th Street, Clermont, FL 34711

Phone: 614-361-7677 Alternate: _____

Email: efracasso4@hotmail.com Occupation: Real Estate management & development

Provide a statement about yourself indicating background experience:

I bring 25 years of real estate management & development experience to the Committee. With the last 5 years with at in private equity which includes large confrence center hotel resorts, community planning & building.

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

My 25 years of commercial real estate management & development will provide a deeper understanding of place building in the downtown community. An old Cliche, a rising tide lifts all ships, this is also the case for the downtown when it come to parking. The city does not have enough parking for the current seat count in the downtown along with the forecasting of future potential seat counts & relying on leased surface lots is not a great long term plan. I know from other residents that are current dinning options are good but could be better, in order for Clermont to get to the next level an adequate parking ratio will be needed.

Please note:

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CITY OF CLERMONT CITIZEN COMMITTEE APPLICATION

Name: Dr. Tim Adams / Clermont Orthodontics

Home Address: 1211 Shorecrest Cir, Clermont, FL 34711

Phone: 407-319-2746 - Cell Alternate: 352-227-3258 - Clermont Orthodontics

Email: tim03026@gmail.com Occupation: Orthodontist

Provide a statement about yourself indicating background experience:
Owner /Orthodontist of Clermont Orthodontics at 646 7th St. Ste 101, Downtown Clermont

Describe what you feel you could bring to the Parking Garage Special Technical Advisory Committee:

I am the business owner of Clermont Orthodontics. My business would be affected by a parking garage being built at 7th and W Minneola Ave (SW Corner). The other businesses along W. Minneola Ave that would be even more affected include 10 Suites, Fumao Restaurant and Mullets. The Parking garage would conceal the named businesses from traffic on 7th Street and W Minneola Ave, negatively affecting their ability to attract new patients / customers / patrons to their respective businesses. In addition, I believe a garage at that location would detract from the hometown charm of the downtown area and water front area. The location next to the City building is the prime location for a parking garage. It could be multiple levels (equal to CIty Building) and accommodate more vehicles, without detracting.

Please note:

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Questions?

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CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, July 28, 2026	
Agenda Item Name	
Council Member Request	
Requested Action	
Staff Report	
Council Member Bain submitted an agenda item request to discuss Resolution No. 2024-040R, Rules of Conduct.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. Submitted 07.16.2026 - Bryan Bain	Submitted 07.16.2026 - Bryan Bain.pdf
2. Resolution No. 2024-040R	Resolution No. 2024-040R.pdf

COUNCIL MEMBER AGENDA ITEM REQUEST FORM

To request an item be reviewed for possible action by the City Council complete and submit this form and any supporting documents to the City Clerk's Office no later than 12 p.m. the Friday (seven business days) prior to the next regularly scheduled meeting. The City Manager will include the item on the agenda of an upcoming meeting.

Requestor Information

Name Bryan L. Bain, Council Member

Address Clermont City Council, 685 W. Montrose St, Clermont, FL 34711

Preferred Contact ◯ Phone [redacted]

◯ Email bbain@clermontfl.org

Item Details

Please provide a detailed summary of item, including City area, service, activity or practice involved.

To amend Resolution No. 2024-040R. See attached "Details of Proposed Changes" document for additional information.

Desired Action

For Council to vote on the proposed changes to the Rules of Conduct related to the process for which members of the Council speak at meetings and the inclusion of a new item: Agenda Review Meetings. I am specifically requesting Council to vote on Item 1A, 1B, and 1C together and then Item 2A on its own.

All supporting documents must be included with this form when submitted.

Pages submitted 21 *Number* **on** 07/16/2026 *Date*

DETAILS OF PROPOSED CHANGES

Item 1A:
Pertaining to SECTION 2: The Rules of Conduct, Section 2., B. Policies and Protocol Related to Conduct, 5. Legislative process (SECTION 2, Section 2.B.5.). Add the following language at the end of the item:

Notwithstanding other related provisions in this Resolution and Roberts Rules of Order, members of the City Council generally will have untimed opportunity to ask questions and seek information of staff, applicants, and members of the public presenting or speaking to matters before the Council. This does not pertain to members of the Council making statements on matters before the Council. Council will follow an orderly speaker rotation that will rotate the first speaker position each meeting and follow a numeric order based on seat number, except that the Mayor or presiding officer will go last (e.g., Seat 1, Seat 2, Seat 4, Seat 5, Seat 3(Mayor) or seat number of presiding officer at the first meeting upon implementation, and then Seat 2, Seat 4, Seat 5, Seat 1, Seat 3(Mayor) or seat number of presiding officer at the following meeting, and so on). Upon conclusion of the questioning and seeking information rotation, members of the Council will have three (3) minutes to make a statement on matters before the Council and will follow the same orderly rotation of that meeting. These time limits may be extended by the Mayor, presiding officer, or an affirmative majority vote of the Council. Finally, members of the Council will have three (3) minutes to make their individual report during the Reports agenda category and will follow the same orderly rotation of that meeting. These time limits during Reports may be extended by the Mayor, presiding officer, or an affirmative majority of the Council. Furthermore, “matters before the Council” refers to the following agenda categories: Presentations, Consent Agenda, Unfinished Business, and New Business.

Please note: SECTION 2, Section 2.F.1., specifically 2.F.1.d., and 2.F.1.f.

Item 1B:
Pertaining to SECTION 2: The Rules of Conduct, Section 2., C. Public Meeting and Hearing Protocol and Conduct, 4. Rules Related to the Public’s Right to be Heard, b. (SECTION 2, Section 2.C.4.b.). Add the following language at the end of the item:

Speaking rules for members of the City Council are governed by SECTION 2, Section 2.B.5.

Item 1C:
Pertaining to SECTION 2: The Rules of Conduct, Section 2., D. Council Conduct with One Another, 1. In public meetings, b. (SECTION 2, Section 2.D.1.b.). Delete the following language:

~~Council Members will be allowed two sessions of (3) three minutes per item.~~

Item 2A:
Pertaining to SECTION 2: The Rules of Conduct, Section 2., C. Public Meeting and Hearing Protocol and Conduct, 1. Council Meeting and Agenda (SECTION 2, Section 2.C.1.). Add the following language:

E. Agenda Review Meetings

Except as may otherwise be directed by the Council, agenda review meetings of the City Council shall be held at 9:00 a.m. on the Monday before a Council meeting. The purpose of an agenda review meeting is for staff to present and introduce what is on the agenda and for Council to seek information and understanding of the agenda items, including requesting additional information or clarifying information at or before the Council meeting. The agenda review meeting is for information gathering purposes only and no votes will be taken by the Council. Members of the public will be permitted three (3) minutes at the end of the agenda review meeting to speak on any of the agenda items. These time limits may be extended by the Mayor, presiding officer, or by an affirmative majority vote of the Council.

Please note: 9:00 a.m. and Monday are being proposed for discussion purposes only and can be amended to a mutually-agreed upon time by the Council with consultation with the City Manager and staff.

CITY OF CLERMONT

RESOLUTION NO. 2024-040R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, ADOPTING THE CITY OF CLERMONT RULES OF CONDUCT RELATED TO THE CONDUCT OF MEETINGS; THE PUBLIC'S RIGHT TO PARTICIPATE; AND THE ACTIVITIES AND PARTICIPATION OF COUNCIL MEMBERS, APPOINTED BOARD MEMBERS, STAFF AND THE PUBLIC; REPEALING RESOLUTION 2024-007R; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorized municipalities to adopt ordinances and resolutions in the exercise of its municipal powers; and

WHEREAS, the City Council repeal the above-stated Resolution and replace it in its entirety with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont does hereby amend the rules of conduct as follows:

SECTION 1: RECITALS

The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings and legislative intent of the City Council of the City of Clermont.

SECTION 2:

The Rules of Conduct are to read as follows:

Section 1. In general.

In addition to all requirements imposed in the City Charter, the City Code, and applicable Federal and State law, the provisions herein shall govern the Conduct of the City Council. It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction or is in conflict with any portion of the City Charter, the City Code, Federal or State Law, such portion shall be of no effect and shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 2.

There are hereby adopted the following Rules of Conduct for the City Council and; where applicable, appointed board members, staff, and members of the public. The rules adopted herein shall be known as the City of Clermont Rules of Conduct and shall be followed and adhered to as applicable to all members of the City Council, City appointed boards and committees, city staff, and the general public.

CITY OF CLERMONT RULES OF CONDUCT

A. General

All members of the City Council, including the Mayor and Mayor Pro Tem, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members and members of appointed boards and commissions should:

a. Fully participate in applicable meetings and other duly advertised public meetings while demonstrating dignity, respect, kindness, consideration, and courtesy to all.

b. Prepare in advance of meetings and be familiar with issues on the agenda. Address clarifications prior to meeting with applicable staff.

c. Be respectful of other people's time. Stay focused and act efficiently during meetings.

d. Serve as a model of leadership and civility to the community.

e. Council Members should inspire public confidence in Clermont's city government and its employees.

f. Council Members shall provide contact information with the City Clerk in case of an emergency or an urgent situation arises while the Council Member is otherwise not available.

g. Demonstrate honesty and integrity in every action and statement.

h. Follow Federal, State and Municipal Laws guiding public officials; including, but not limited to, the State of Florida Code of Ethics for Public Officers and Employees, the Honest Services Act, Florida's Sunshine and Public Records Law, this Resolution, and any other policies that may be adopted by a majority vote of the City Council.

B. Policies and Protocol Related to Conduct

1. Ceremonial events.

The City Charter designates the Mayor to represent the City at all official functions and events. If the Mayor is unavailable, then the Mayor Pro Tem shall attend, in the event neither is available, City staff will determine if the event organizers would like another representative from the Council.

2. Correspondence signatures.

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings; with the exception of zoning ex parte contact. City staff will prepare official letters, as may be appropriate, in response to public inquiries and concerns. These letters will carry the signature of the Mayor or the appropriate City staff.

3. Endorsements of candidates.

Council, board, and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during official City meetings or functions.

4. Intergovernmental relations.

Generally, City Charter Section 6 designates the Mayor to represent the City in intergovernmental relationships; with the exception of designated liaisons. The Council values intergovernmental relations with neighboring communities and other entities. As a result, Council Members should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

5. Legislative process.

The City generally follows Roberts Rule of Order for meeting management, provided; however, that Roberts Rule of Order shall not be used to prevent the full and complete discussion or consideration of any final action item by the City Council.

6. Travel expenses.

Council Members may receive reimbursement of actual expenses while performing their official duties. All travel shall be approved by the City Council and may include attendance at conferences, seminars, and training sessions on behalf of the City. The City shall pay reasonable expenses for registration fees, lodging, meals, transportation, and allowable miscellaneous expenses for the Council Member only. Each Council Member shall be responsible for the expenses of their spouse or others travelling with the Council Member. All travel expenses will be handled in the same manner and consistent with the provisions of state law and the City's adopted travel policies.

C. Public Meeting and Hearing Protocol and Conduct

1. Council Meeting and Agenda.

The Council shall meet regularly at least once in every month and at other times as the Council may prescribe. Except as may otherwise be directed by the Council, all regular and special meetings shall be held in the Council Chambers at 3:00 o'clock P.M on the second Tuesday of the month and 5:30 o'clock P.M on the fourth Tuesday of the month unless otherwise decided by vote of the Council. As of the close of business on the Wednesday before any regular meeting the City

Clerk, under the direction of the City Manager, shall publish an Agenda to Council Members for each regular meeting in substantially the same format as set forth in Exhibit A attached hereto and incorporated herein. An Agenda will be published to the public on the Thursday before any regular meeting.

A. Agenda Items Submitted by the Council

Individual Councilmembers will have an item placed on the agenda by submitting a written request to the City Manager on the prescribed agenda-item form, doing so prior to the agenda deadline.

B. Agenda Items Submitted by the Public

A member of the public may raise an issue in a regularly-scheduled City Council meeting during the time provided for "public comment", and seek Council support to bring forward their item at a future regular meeting. A majority vote of the Council is required to add an item to a future agenda or the council may vote to place the item on a future council workshop for discussion. Authorization or inclusion on an agenda does not indicate support. If the council votes to place an item on a future agenda or workshop, the person requesting the item must then:

a. Complete an agenda request form and submit it to the City Manager's office. At a minimum the agenda request shall include the specific requested action from the City Council. The City Manager will determine what date the item will be placed on a future agenda/workshop.
b. The item would be referenced on the agenda as "Citizen Request", and the requester would speak during that part of the agenda.
c. Requesters are required to provide any documentation they wish to present to the City Council with the agenda request form.
d. The citizen request shall be limited to 15 minutes; after which the Council may by majority vote agree to extend the time limit by an additional ten (10) minutes.

C. Agenda Review and Approval

Prior to the public release of the agenda, the City Manager shall review and authorize approval. Items placed on an agenda by a Councilmember or member of the public may not be modified or removed from the agenda except for the following reasons:

a. The submitting requester wants the item postponed or withdrawn;
b. The City Manager may delay an agenda item by no more than one council meeting to provide for appropriate staff review;
c. The City Attorney may reject agenda items if the matter is judged to be prejudicial to the best legal interest of the City;

Upon approval by the City Manager, the City Clerk, or their designee, shall notify the Council that the agenda has been published and is available for review. If any member is in need of a paper packet it shall be distributed by the City Manager's Office prior to the publication of the agenda, unless otherwise authorized.

D. Workshop Meetings

Workshop meetings of the City Council shall be held as needed on the first and third Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December and during budget review months. Workshops may also be scheduled at other times as determined necessary by the City Council.

2. Conduct of Council and Appointed Board and Commission Members.

The Mayor or presiding officer of any appointed board or committee has the responsibility to open and run an efficient public meeting and has the discretion to modify the public hearing or meeting process in order to make the meeting run smoothly. With the exception of asking relevant questions, Council or board members should withhold comment during the public hearing portion of the meeting until the conclusion of the public's portion of the hearing. Council or board members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

3. Public's Right to be Heard.

Members of the public shall be given a reasonable opportunity to be heard on a proposition before the City Council or any appointed City board or commission. The opportunity to be heard need not occur at the same meeting at which the Council, board, or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the Council, board, or commission takes the official action. This section does not prohibit the presiding officer of the Council, board, or commission from maintaining orderly conduct or proper decorum in a public meeting.

4. Rules Related to the Public's Right to be Heard.

In addition to any other reasonable restrictions that may be imposed by the Mayor or presiding member of the Council, board, or commission to ensure decorum, good conduct and efficiency, the following shall apply to all public meetings:

a. Prior to the consideration of any action items contained on the Consent Agenda portion of the agenda, if applicable, the Mayor or presiding member shall publicly read a notice substantially advising the public of the following:

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.

b. Each speaker will be permitted three (3) minutes to address the Council, board, or commission. These time limits may be extended by the Mayor, presiding officer or by an affirmative majority vote of the Council.

c. The official time shall be kept by the City Clerk, their designee, or the committee recording secretary.

5. Exemptions.

The requirements in Section C 4 above do not apply to:

a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Council, board, or commission to act;

b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

c. A meeting that is exempt from Florida Statute Section 286.011; or

d. A meeting during which the Council, board, or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

e. Workshops held by the City Council where no official action will be taken. It shall be at the discretion of the Council if they wish to open the floor for comments from the public. A majority vote of the Council is required to open the floor for an item at a workshop.

D. Council Conduct with One Another

The City Council and appointed boards and commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve, protect and enhance the present and the future of the City of Clermont community. In all cases, this common goal should be acknowledged even as members may "agree to disagree" on contentious issues.

1. In public meetings:

a. Practice civility, professionalism and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow; however, Council, or appointed board, or commission members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Members should conduct themselves in a professional manner at all times, including physical appearance.

b. Honor the role of the Mayor or presiding officer in maintaining order. It is the responsibility of the Mayor or the presiding officer to keep the comments of all persons; including but not limited to, the Council or appointed board or commission members on track during public meetings. Members should honor efforts by the Mayor or presiding officer to focus discussions on current agenda items. If there is disagreement about the agenda or the Mayor or presiding officer's actions in refraining staff, public or members from speaking, those objections should be voiced politely and with reason. Council Members will be allowed two sessions of (3) three minutes per item.

c. Avoid personal comments that could offend other members. If a Council Member or appointed board or commission member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Mayor or presiding officer will maintain order of this discussion.

d. Demonstrate effective problem-solving approaches. Council Members and appointed board and commission members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

e. Be punctual and keep comments relative to topics discussed. Council Members and appointed board or commission members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues. If a member has an item requested to be on the agenda, it is important they set the example by providing timely written materials.

2. In private encounters

a. In discussing matters, whether in person or by correspondence related to the City, Council Members should be clear as to whether his or her statement reflects personal opinion or is the official stance of the City.

a. Continue respectful behavior in private. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

b. Be aware of the insecurity of written notes, voice and text messages, and e-mail. Technology allows words written or said without much forethought to be distributed wide and far. The Public Records Law mandates that any material made or received by an agency in connection with official business be used to perpetuate, communicate or formalize knowledge is a public record, and unless exempt, must be turned over to someone requesting to see that material. Before you create a document, ask yourself: Would you feel comfortable to have this note faxed or PDF'd to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages and email related to City business are public communication subject to disclosure.

c. Even private conversations can have a public presence. Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

E. Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who create laws and set policy; and City staff members, who implement and administer the law and Council policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

2. Limit contact to specific City staff.

Except for purposes of inquiry, the Council or its members shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.

3. Do not disrupt City staff from their jobs.

Staff wants to be accessible for City Council, but Council Members should avoid disrupting City staff while they are in meetings, on the phone, or engrossed in performing their job functions.

4. Avoid publicly criticizing an individual employee.

Council Members should avoid expressing concerns about the performance of a City employee in public. Council Members should never criticize an employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager.

5. Do not get involved in administrative functions.

Council Members must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. The City Charter, Section 10 also contains information about the prohibition of Council interference in administrative functions.

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

Before sending correspondence, Council Members should check with City staff to see if an official City response has already been sent or is in progress.

7. Do not attend staff meetings; with or without the public, unless requested by staff or City Council.

Even if the Council Member does not say anything, the Council Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

8. Limit requests for staff support.

Even in high priority or emergency situations, requests for additional staff support should be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government and following City Council direction.

9. Do not solicit political support from staff.

Council Members should not solicit any type of political support; financial contributions, display of poster or lawn signs, name on support list, etc., from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

F. Conduct with the Public

1. **In public meetings.**

Making the public feel welcome is an important part of the local governing process. No signs of partiality prejudice or disrespect should be evident on the part of individual Council, board or

commission members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public comment.

a. Be welcoming to speakers. Speaking in front of the Council, board, or commission can be a difficult experience for some people. Some issues undertaken may affect people's daily lives and homes. Some decisions are emotional. The way that members treat people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.

b. Be fair and equitable in allocating public hearing time to individual speakers. If many speakers are anticipated, the Mayor or presiding officer may ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public comment unless the Council requests additional clarification. After the close of any public comment portion, no more public testimony will be accepted unless the Mayor or presiding officer reopens the public hearing for a limited and specific purpose.

c. Avoid appearing as if you are not listening. It is disconcerting to speakers to have Council, board, or commission members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, gazing around the room or getting up from your seat gives the appearance of disinterest. Be aware of facial expressions and body language; such as head and arm movements, especially those that could be interpreted as "smirking", disbelief, anger or boredom.

d. Ask for clarification, but avoid debate and argument with the public. Only the Mayor or presiding officer, not individual members, can interrupt a speaker during a presentation. However, a member can ask the Mayor or presiding officer for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing. If speakers become flustered or defensive, it is the responsibility of the Mayor or presiding officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council, board, or commission members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.

e. No personal attacks of any kind, under any circumstance.

f. Follow parliamentary procedure in conducting public meetings. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor or presiding officer, subject to the immediate appeal to the full Council, board, or commission.

2. In unofficial settings.

a. Make no promise on behalf of the Council. Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific; for example, fix a pothole, remove a library book, plant new flowers in the median, etc.

b. Make no personal comments about other Council Members. It is acceptable to disagree publicly about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions and actions.

c. Remember Clermont is a small community at heart. Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Clermont. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is an important and continuous responsibility.

G. Council Conduct with Other Public Agencies

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

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state:

a. If his or her statement reflects personal opinion or is the official stance of the City. Even if the Council Member is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.

b. Whether this is the majority or minority opinion of the Council. If the Council Member is representing the City, the Council Member must support and advocate the official City position on an issue, not a personal viewpoint.

c. Correspondence also should be equally clear about representation. City letterhead may be used when the Council Member is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the permanent public record. To avoid confusion regarding City Council's position, City letterhead should not be used for correspondence of Council Members representing a personal point of view, or a dissenting point of view from an official Council position.

H. Council Conduct with Appointed Boards or Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on advisory boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

1. If attending an appointed board or commission meeting, and you are not an appointed the liaison, be careful to only express personal opinions.

Council Members may attend any appointed board meeting, which are always open to any member of the public. However, if the appointed board or commission is conducting a quasi-judicial public hearing, the Council Member should refrain from attending. Council Members should be sensitive to the way their participation could be viewed as unfairly affecting the process. Any public comments by a Council Member at an appointed board meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council. Also be cognizant of the Sunshine Law, precluding discussion (outside of a meeting advertised for City Council) by two or more members of City Council on any item that may take action upon. A Council Member's presence may affect the conduct of the appointed boards and limit their role and function.

2. Limit contact with appointed board and commission members.

It is inappropriate for a Council Member to contact an appointed board member to lobby on behalf of an individual, business, or developer. Council Members should contact staff in order to clarify a position taken by the advisory boards.

3. Appointed board and commissions serve the City Council, not individual Council members.

City Council appoints individuals to serve on these boards, and it is the responsibility of board and commission members to follow applicable law and policy established by the Council. But board and commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten board members with removal if they disagree about an issue. Appointment and re-appointment to an appointed board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board appointment should not be used as a political "reward".

4. Be respectful of diverse opinions.

A primary role of appointed boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members must be fair and respectful of any citizens serving on appointed boards.

5. Keep election issues away from public forums and appointed board meetings.

While Council Members are free to participate in politics when not conducting official business, they should refrain from campaigning for office or providing political support or non-support for those who are running for any elected office; national, state or local, while conducting official duties or when attending appointed board meetings.

I. Council Conduct with the Media

Council Members may be contacted by the media for background and quotes.

1. The best advice for dealing with the media is to avoid going "off the record".

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

2. Choose words carefully and cautiously.

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

J. Sanctions

The City Council is the judge of its own qualifications; City Charter Section 13, and Council Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of this Code of Conduct could lead to other sanctions as deemed appropriate by Council, including forfeiture of office. It is the responsibility of City Council to initiate action if a Council Member's behavior may warrant sanction due to a breach of these written standards of conduct. Any action taken on the alleged violation(s) must be brought up with the City Council in a public meeting.

SECTION 3: CONFLICT

Resolution 2024-007R is hereby repealed. All other policies and/or resolutions or parts of policies and/or resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: EFFECTIVE DATE

This Resolution shall take effect immediately upon its Passage.

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 11th day of February, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Christian W. Waugh, City Attorney

CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, DATE

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

PROCLAMATION

PRESENTATIONS

PUBLIC COMMENT

REPORTS

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.

UNFINISHED BUSINESS

NEW BUSINESS

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. 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.

CITY OF CLERMONT

AGENDA ITEM

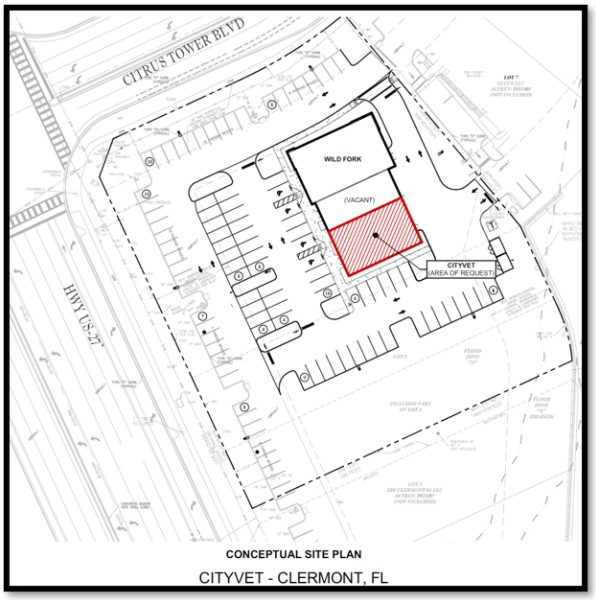
Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Resolution No. 2026-021R *CityVet CUP*
Requested Action
Approve Resolution 2026-021R
Staff Report

The applicant, Peacock Partnership, is requesting a Conditional Use Permit to allow for a veterinary clinic to operate on a property that is currently undergoing site review. The property is located at the Southeast corner of S US Hwy 27 and Citrus Tower Blvd intersection and is within the Governors Lake Commerce Center Planned Unit Development.



The applicant is proposing to build a new animal clinic within the future multi-tenant shell building to be constructed on the property. The animal clinic will operate within the enclosed building and provide services for small animals such as general health checkups, diagnoses, dental care, and minor surgery. The clinic will not be providing overnight boarding or offering care to large animals such as livestock.

Operating hours will be six days a week, Monday through Friday between the hours of 7:00am to 6:00pm and Saturday between the hours of 8:00am to 2:00pm. The clinic will be preparing a waste management and operation plan to provide an internal relief area for their clients at this time. In the future, they may provide their clients a designated area outside with a waste station that will be monitored and managed by the clinic.



The property is governed by Ordinance No. 2020-24 which approved a mixed-use development with C-1 Light Commercial Uses on the subject parcel. The C-1 district permits retail businesses and doctor offices, and since no overnight boarding is being proposed, the veterinary clinic may be comparable to these uses. Additionally, the subject parcel is surrounded by commercial uses, is adjacent to Lake Felter on the east, and the nearest residential use is approximately 1,100ft +\- away across S US HWY 27. Based on the site's location and surrounding uses, staff finds the proposed use compatible with the district and would not be more obnoxious than existing permitted uses.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212 requires specific development standards that are required to be met. Staff has reviewed the application as submitted in accordance with the development standards criteria and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community.

Action to Date:
The Planning and Zoning Commission recommended approval (5-0) of Resolution 2026-021R.

Staff Recommendation:
Staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2026-021R.

Additional Analysis	

Fiscal Impact Summary	

There is no impact on the current operating budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	

1.	2026-021R CityVet CUP (06.29.2026)	2026-021R CityVet CUP (06.29.2026).pdf
2.	Location Maps	Location Maps.pdf
3.	CityVet Clermont_Conceptual Site Plan	CityVet Clermont_Conceptual Site Plan.pdf
4.	CityVet Clermont_CUP Application_Redacted	CityVet Clermont_CUP Application_Redacted.pdf
5.	Legal ad - 2026-021R CityVet-CC	Legal ad - 2026-021R CityVet-CC.pdf

CITY OF CLERMONT

RESOLUTION NO. 2026-021R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A VETERINARY CLINIC TO OPERATE WITHIN A PLANNED UNIT DEVELOPMENT WITH C-1 LIGHT COMMERCIAL ZONING DISTRICT USES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, on January 10, 2017, the City Council approved the Kings Crossing Commercial Complex Planned Unit Development (PUD) governed by Ordinance No. 2017-02; and

WHEREAS, on July 28, 2020, the City Council approved an amendment to the Kings Crossing Commercial Complex PUD (Ordinance No. 2020-24) to amend the Master Development Plan; and

WHEREAS, the applicant, Peacock Partnership, requested a conditional use permit to allow for the use of a Veterinary Clinic to be considered on a parcel within the Kings Crossing Commercial Complex PUD (Ordinance No. 2020-24); and

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held on July 7, 2026, recommended approval of this Conditional Use Permit to allow for the use of a Veterinary Clinic, at the following location:

LOCATION:
Governors Lake Commerce Center
Southeast corner of S US Hwy 27 and Citrus Tower Blvd Intersection.
(AK(s) 3921298, 3921299, & 3921300)
2.33 +/- Acres

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 101-212 (c) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location; and

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida, to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for the use of a veterinary clinic be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other jurisdictional entities.

4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.

5. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.

6. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.

8. The structure shall be inspected by the City Building Inspector, and all building code violations must be corrected prior to a Certificate of Occupancy being issued.

9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

10. Should approved uses cease operation for more than one (1) year, a new Conditional Use Permit shall be required for the same or similar operations.

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit is to allow for a Veterinary Clinic with a range of services including, but not limited to: General health checkups, diagnosis, dental care, and minor surgery.

2. The Veterinary Clinic will be limited to small animals only, consisting of canine and feline species. No large animals shall be allowed, such as horses, cows, swine, or other livestock species.

3. The Veterinary Clinic may not offer the boarding of animals. Only patients that are medically necessary for overnight observation and monitoring may be allowed onsite overnight. In the event that an animal may be deemed abandoned at the clinic by staff, the veterinary clinic shall follow the procedures set forth in F.S. §705.19 and may not be taken into consideration as evidence of revocation of this Conditional Use Permit.

4. The hours of operation for the Veterinary Clinic will be six (6) days a week, Monday through Friday between the hours of 7:00am to 6:00pm and Saturday between the hours of 8:00am to 2:00pm.

5. In the event that the Veterinary Clinic may need to provide a designated outside area for relief/exercise for the animals, the area shall be required to provide a waste station managed by the clinic. Animals using this designated area shall be monitored, leashed and not left unattended.

6. A waste management and operation plan shall be developed to properly handle and dispose of animal waste in an effort to minimize unpleasant orders emitting from the site. In the event that odors create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.

7. The location of the veterinary clinic will be limited to the southern end unit, which is approximately 2,873sqft, as shown in exhibit A. Any expansion into other units will require an amendment to this Conditional Use Permit.

8. If the parking at the site is deemed to be inadequate, the applicant agrees the City Council, at a public hearing, has the right to amend or revoke the Conditional Use Permit.

9. The additional conditions within Ordinance No. 2020-24 shall remain in effect.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

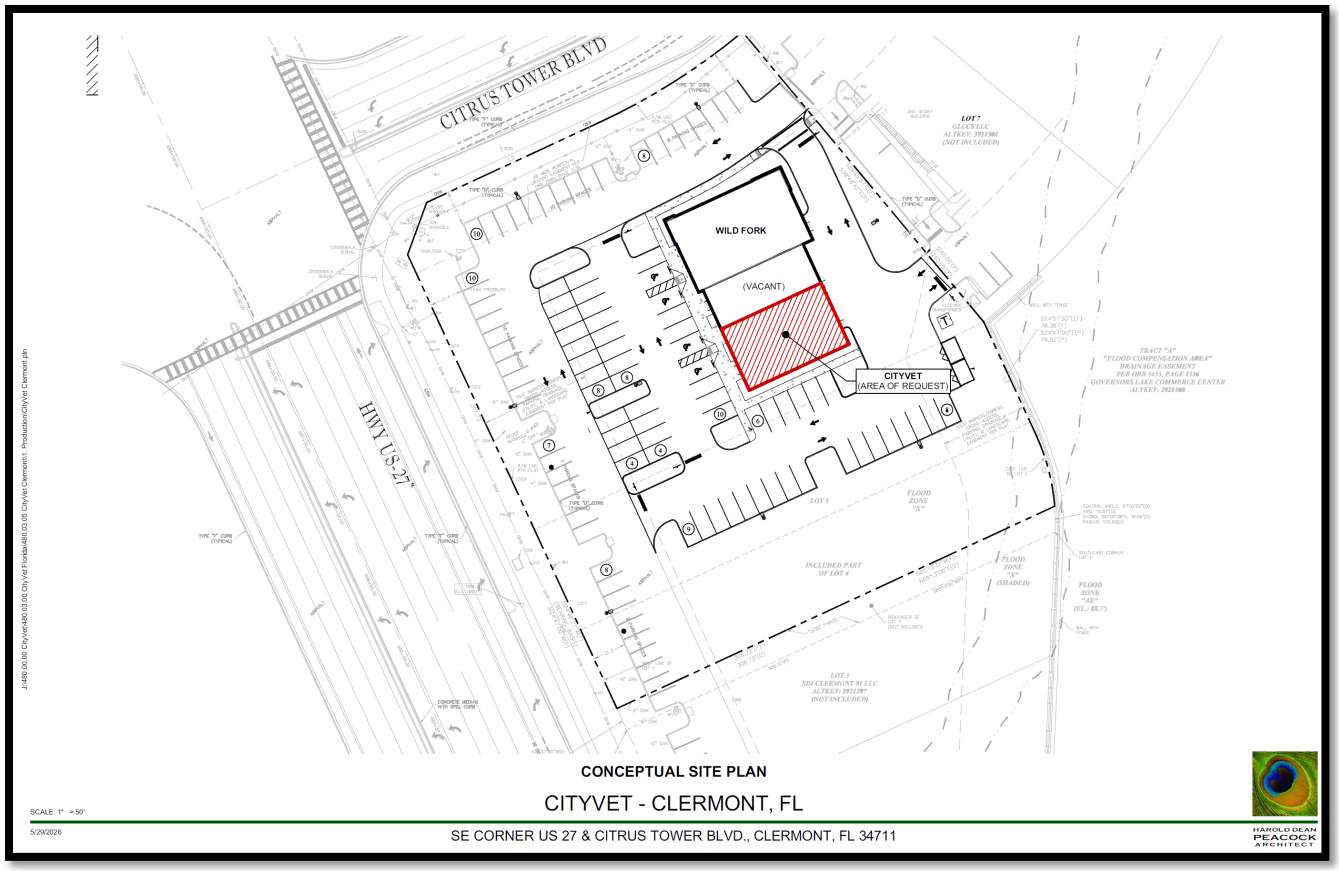
ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

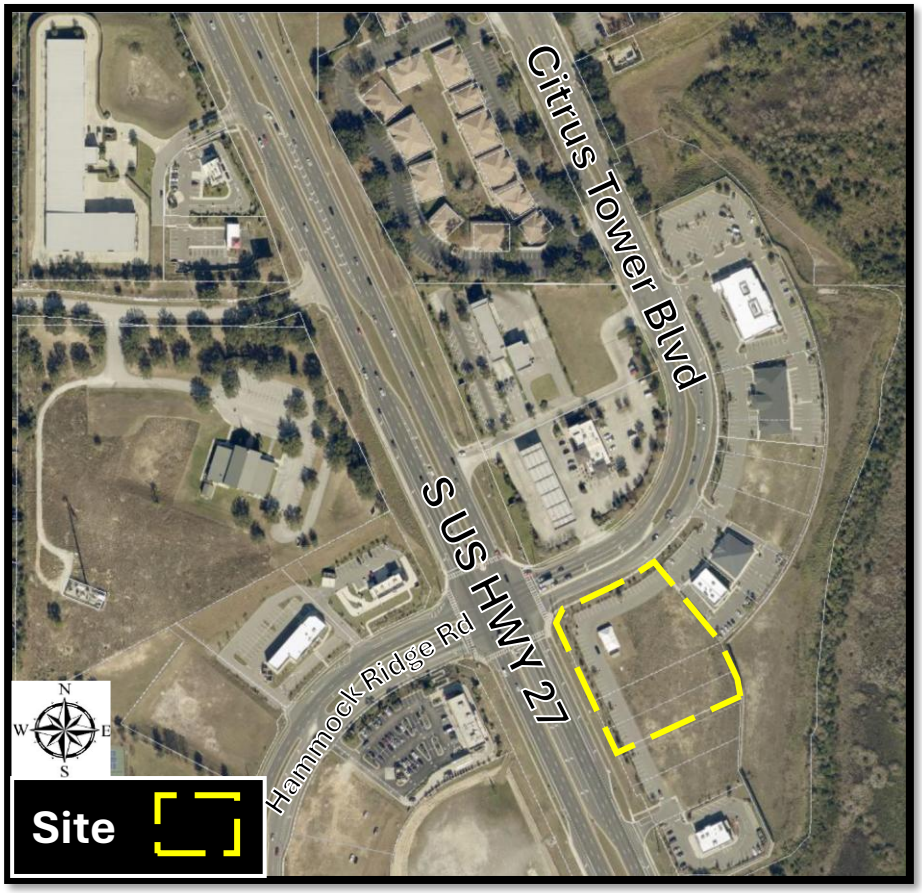
Approved as to form and legality:

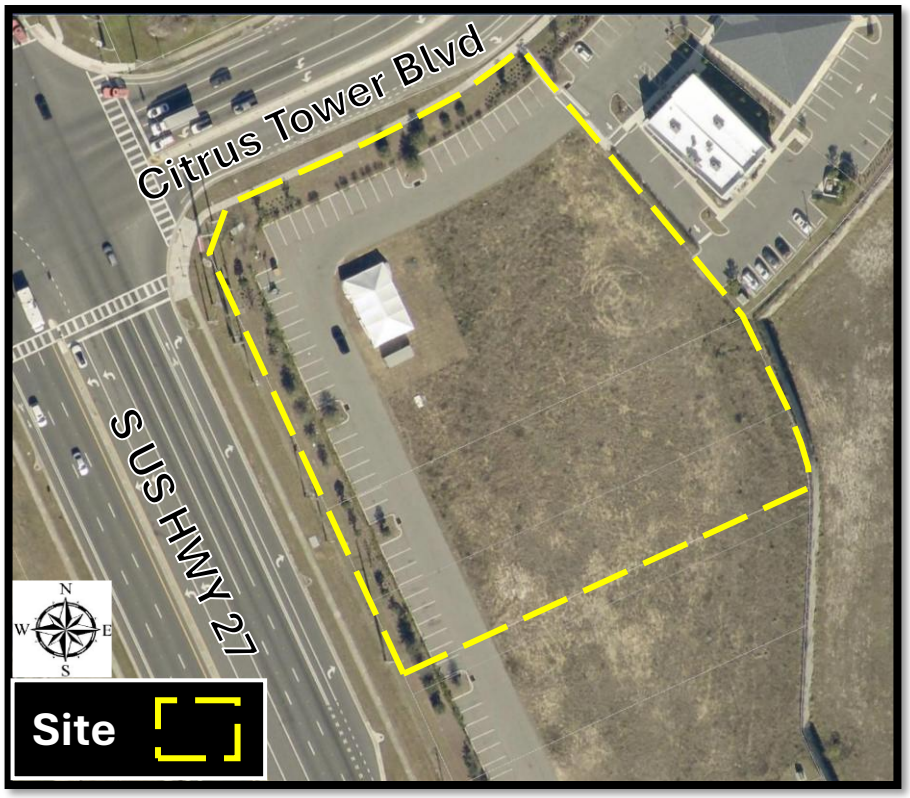
_____
Christian W. Waugh, City Attorney

Exhibit A – Preliminary Conceptual Site Plan

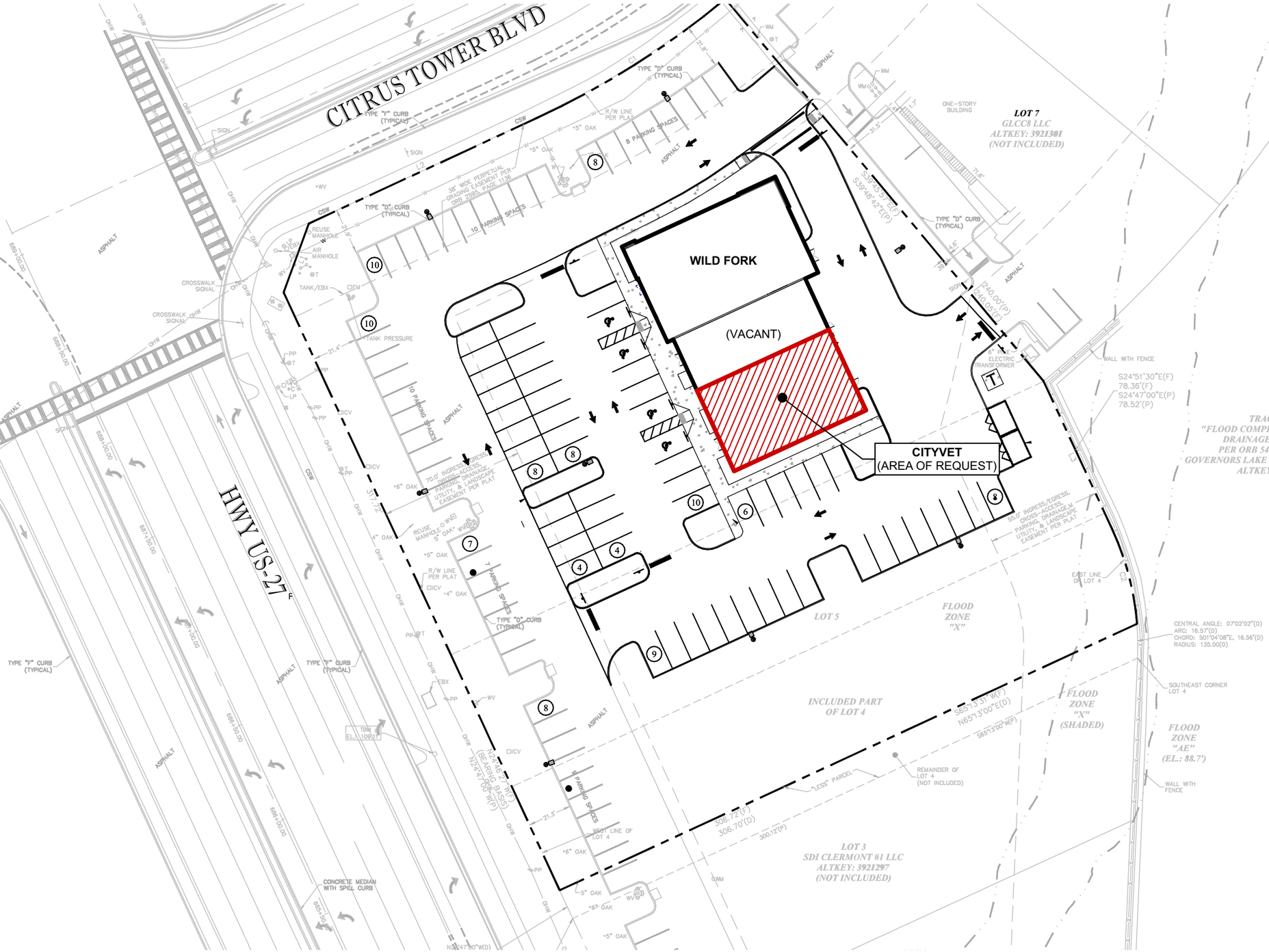


CUP 2026-021R – CityVet





J:\480.00.00 CityVet\480.03.00 CityVet Florida\480.03.05 CityVet Clermont\1. Production\CityVet Clermont.pln



CONCEPTUAL SITE PLAN

CITYVET - CLERMONT, FL

SCALE: 1" = 50'

5/29/2026

SE CORNER US 27 & CITRUS TOWER BLVD., CLERMONT, FL 34711

HAROLD DEAN
PEACOCK
ARCHITECT

CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Date 05/29/26	**FEE: $845 + cost of advertisement + cost of traffic review (if necessary)**		
Project Name (if applicable) CityVet			
Applicant Peacock Partnership			
Contact Person Kevin Franklin			
Address 5665 New Northside Drive, Suite 300	**City** Sandy Springs	**State** GA	**Zip** 30328
Telephone [redacted]			
Email [redacted]			
PROPERTY OWNER INFORMATION ☐ **(Check box if owner information is same as applicant)**			
Property Owner Name Play Ball FL Clermont Propco LLC			
Owner Address 4343 Anchor Plaza Pkwy, Suite 1	**City** Tampa	**State** FL	**Zip** 33634
Telephone [redacted]	**Email** [redacted]		
PROPERTY INFORMATION			
Address of Subject Property SE corner of US 27 and Citrus Tower Blvd	**Alternate Key**	3921300	**Zip** 34711
General Location CityVet will be located in the southern endcap within the new shell building being built at this location. Please see the attached site plan for clarification.			
Legal Description & Alternate Key (include copy of survey) Legal description and survey are attached to this application.			
Land Use (City verification required) Commercial			
Zoning (City verification required) PUD (Planned Unit Development) with C-1 (Light Commercial) uses			

CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do, and why is it appropriate for this location?) Attach additional page if necessary.

CityVet is seeking to build out a new animal clinic within the shell building to be constructed on this site. CityVet clinics are designed to be low-impact neighbors in professional and mixed-use environments, and are compatible with the surrounding retail uses. All operations are conducted within the enclosed building; there are no outdoor kenneling areas or boarding runs. The appointment-based scheduling model results in a steady, predictable flow of client visits. Given that there are no residential uses adjacent to this site, this location is well-suited for an animal clinic.

Kevin Franklin

Applicant Name (print)

Kevin W. Franklin

Applicant Name (signature)

C. Timothy Vining

Owner Name (print)

Owner Name (*signature*)

********NOTICE********

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542
Planning@clermontfl.org

01/02/2026

USA TODAY CO.

LocaliQ

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	07/01/2026
Order Number:	12462408
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	4.3100

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	07/21/2026 - 07/21/2026	Govt Public Notices
LEE dailycommercial.com	1	07/21/2026 - 07/21/2026	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$84.16
Tax Amount	$0.00
Service Fee 3.99%	$3.36
Cash/Check/ACH Discount	-$3.36
Payment Amount by Cash/Check/ACH	$84.16
Payment Amount by Credit Card	$87.52

Order Confirmation Amount	**$84.16**

Ad Preview

LEGAL NOTICE

On Tuesday, July 28, 2026, at 3:00 PM the Clermont City Council will consider a request for a Conditional Use Permit (2026-021R) to allow for a veterinary clinic to operate within a Planned Unit Development (PUD) with C-1 Light Commercial uses, at the following location:

LOCATION
Governors Lake Commerce Center
Southeast corner of S US Hwy 27 and Citrus Tower Blvd Intersection.
(AK(s) 3921298, 3921299, & 3921300)
2.33 +/- Acres

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk
Daily Commercial
July 21, 2026
12462408 7/21/2026 1t

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, July 28, 2026	
Agenda Item Name	
Citizen Request	
Requested Action	
Staff Report	
City staff received a citizen request to present a report on the R-3 residential district in historic downtown.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. Submitted 07.07.2026 - Charlene Forth	Submitted 07.07.2026 - Charlene Forth.pdf

MANDATORY PRESENTATION, DUE TO SAFETY ISSUES TO PUBLIC & RESIDENTS!!

CLERMONT
Choice of Champions

CITIZEN AGENDA ITEM REQUEST FORM

To request an item be reviewed for possible action by the City Council at an upcoming Council meeting or workshop, complete and submit this form and any supporting documents to the City Clerk's Office no later than 12 p.m. the Thursday (eight business days) prior to the next regularly scheduled meeting. The City Manager will determine when appropriate items are placed on the agenda of a meeting or workshop. Citizen requestors will be allocated 15 minutes during the designated meeting or workshop, per Resolution 2024-040R. The Council meets monthly on the second Tuesday and the fourth Tuesday at 3:00 p.m. at Clermont City Hall unless otherwise noticed.

Requestor Information

Name CHARLENE HARRISON-FORTH

Address 939 W. DESOTO ST. - CLERMONT, FL. 34711

Preferred Contact (✓) Phone (352) 459-7860

( ) ~~Email~~ _____

Item Details

Please provide a detailed summary of item, including City area, service, activity or practice involved.

REPORT FOR R-3 RESIDENTIAL DISTRICT IN HISTORIC DOWNTOWN. DECLINE & LOSS OF QUALITY-OF-LIFE, SAFETY, PARKING, OUTDOOR MUSIC, SIGNS, HISTORIC PRESERVATION.

NOTE: THIS WAS DONE IN 2021 & PRESENTED TO City Council & City MGRS OFFICE WITH NO ACTION!!!

Desired Action PRESENTATION TO Council FOR City Council AGENDA July 28, 2026

All supporting documents must be included with this form when submitted.

Pages submitted 28 *Number* **on** 7-7-2026 *Date*

CITY CLERK CLERMONT, FL
JUL 7 '26 PM3:02

Report for R-3 Residential District in Historic Downtown: Decline Loss Of Quality- Of- Life

1. Decline and loss of quality -of -life ,housing

2. Safety, Streets ,Parking Signs ,and Enforcement

3. Loud Outdoor/ Amplified Music in CBD

4. Historic Preservation, and Restored Names to Parks

5. Recognition of Lake Minneola ,Signs for Gators and Wildlife ,Victory Point Office for Student Education



guarded by Lake Eola park staff.

orrow

with trio of cygnets

look especially snake-like, and protesting like a chihuahua barking musically through a wheezy whistle.

Queenie is more tranquil as her babies, gray, fuzzy and killer-cute, and a little bigger than the palm of

Many school officials, Engel said, "just see screening programs as a huge burden that's not going to help."

tive sessions.

"The Florida Legislature would have to act on a permit moving. ... We would have to come up and actually pass law to make it move," Hutson said.

Skyler Swisher can be reached at sswisher@sunsentinel.com, 561-243-6634 or @SkylerSwisher.

Orlando aims to quiet downtown party ambiance

After string of shootings, policy package targets street music, outdoor dining

By Ryan Gillespie
Orlando Sentinel

Faced with recent shootings in the heart of downtown Orlando's bar district, city officials brought forward a package of policies they hope will put a lid on the party atmosphere in the streets they say may have played a role in the violence.

Among changes voted on by the city council last week are requiring a permit for outdoor dining and shutting down at 10 p.m., thus bringing an end to a COVID-relief program passed last summer, which allowed any downtown business to use sidewalk space or parking spaces to promote social distancing.

Also, officials moved to ban outdoor speakers on the public right of way or facing the road for six months, as well as funding $800,000 from a special taxing district for more cops and code enforcement downtown at night, and adding and replacing IRIS cameras.

Mayor Buddy Dyer said the package was necessary following a review of the incidents, that included the murder of a 34-year-old military veteran in the

Turn to Shootings, Page 8



A sometimes-unruly crowd can pose issues for Orlando police, preparing to direct people away from Orange Avenue after bars' 2 a.m. closings. ORLANDO SENTINEL FILE

when shots were fired in another fight downtown near East Pine Street and Court Avenue. OPD Chief Orlando Rolón said that about 15 shots were fired that night near a crowd of people and nobody was killed.

Kevin Young, who owns nightclubs like Celine and Tier downtown, told commissioners he suspects the violence is in part due to the bars letting out at the same time, where thousands pour onto the streets at once.

"I do not think it's caused by outdoor speakers or patio permits," he said, is making adjustments that were needed regardless of those incidents that occurred that raised the concern to the highest level," he said.

Several downtown business owners addressed the policy package Monday, and were largely complimentary of the added security, but bristled at outdoor dining permits ending at 10 p.m., arguing the measure would hamper businesses trying to rebound after a year marred by closures and minimal crowds.

rygillespie
@orlandosentinel.com






APRIL 21st
Karaoke
Night
8pm - 11pm



SUNCREEK BREWERY

CITY OF CLERMONT
RESOLUTION NO. 2017-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN ONSITE BREWERY, FOOD SERVICE ESTABLISHMENTS, AND OTHER RETAIL USES TO OCCUPY MORE THAN 3,000 SQUARE FEET OF FLOOR SPACE IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held January 3, 2017 recommended approval of this Conditional Use Permit to allow for an onsite brewery, food service establishments, and other retail uses to occupy more than 3,000 square feet of floor space in the Central Business District; at the following location:

LOCATION:
790 W. Minneola Avenue
AK 1614392

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location.

WHEREAS, based on the foregoing, the City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

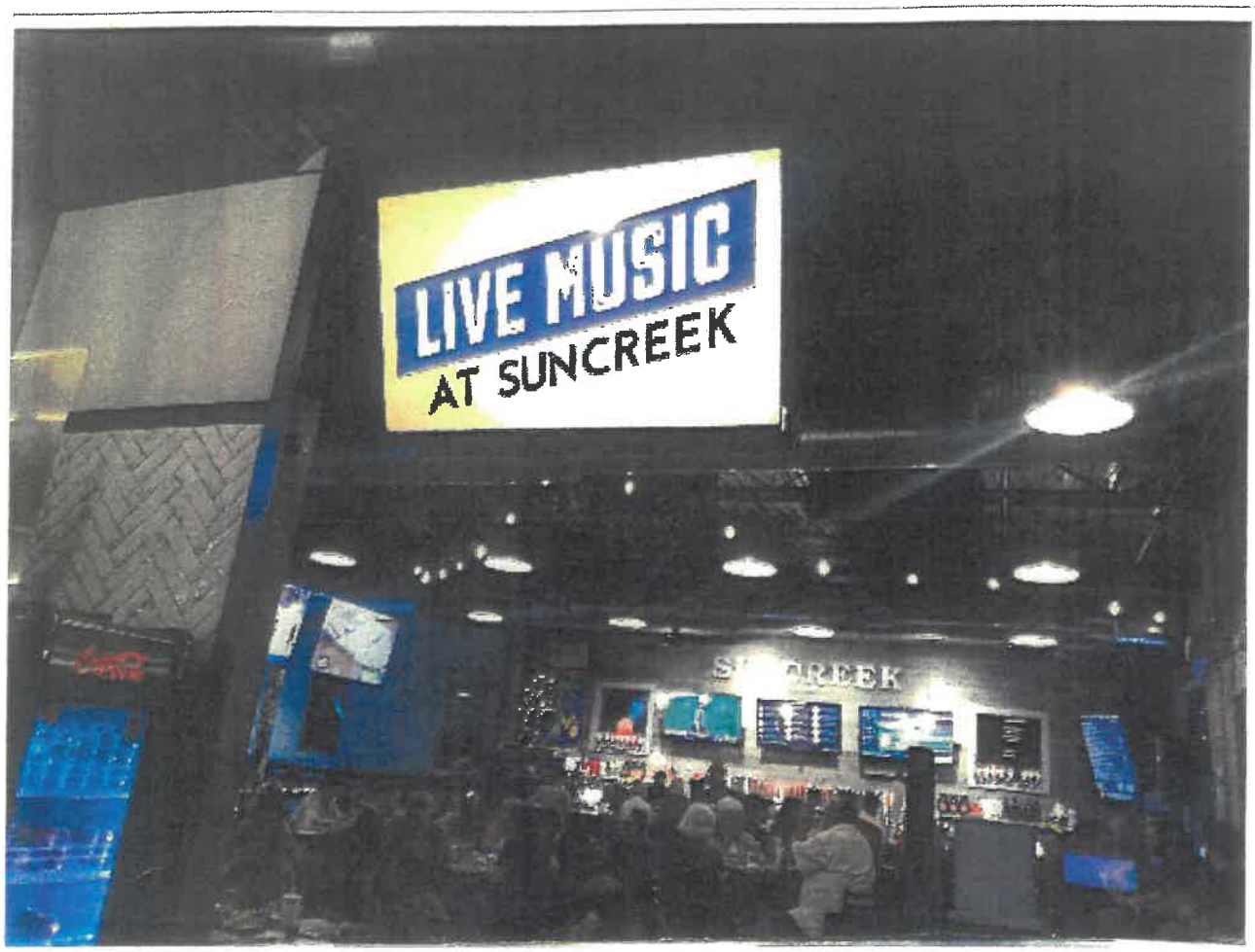
This application for a Conditional Use Permit to allow for an onsite brewery, food service establishments, and other retail uses to occupy more than 3,000 square feet of floor space in the Central Business District; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans,


LIVE MUSIC
AT SUNCREEK


TOP ROOM





WRONG WAY PARKING— FLA STATUTE VIOLATION



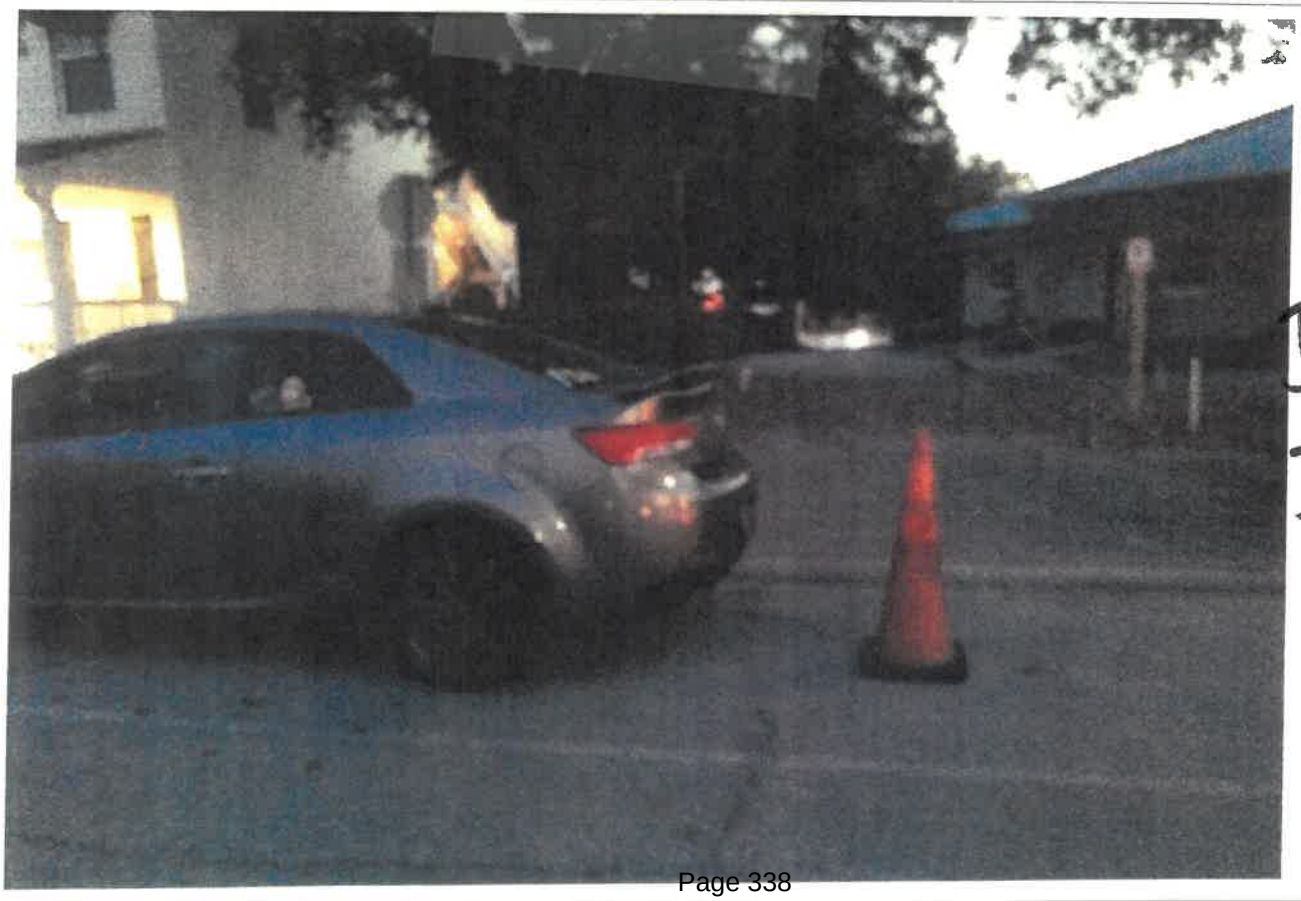
PARKED ON SIDEWALK



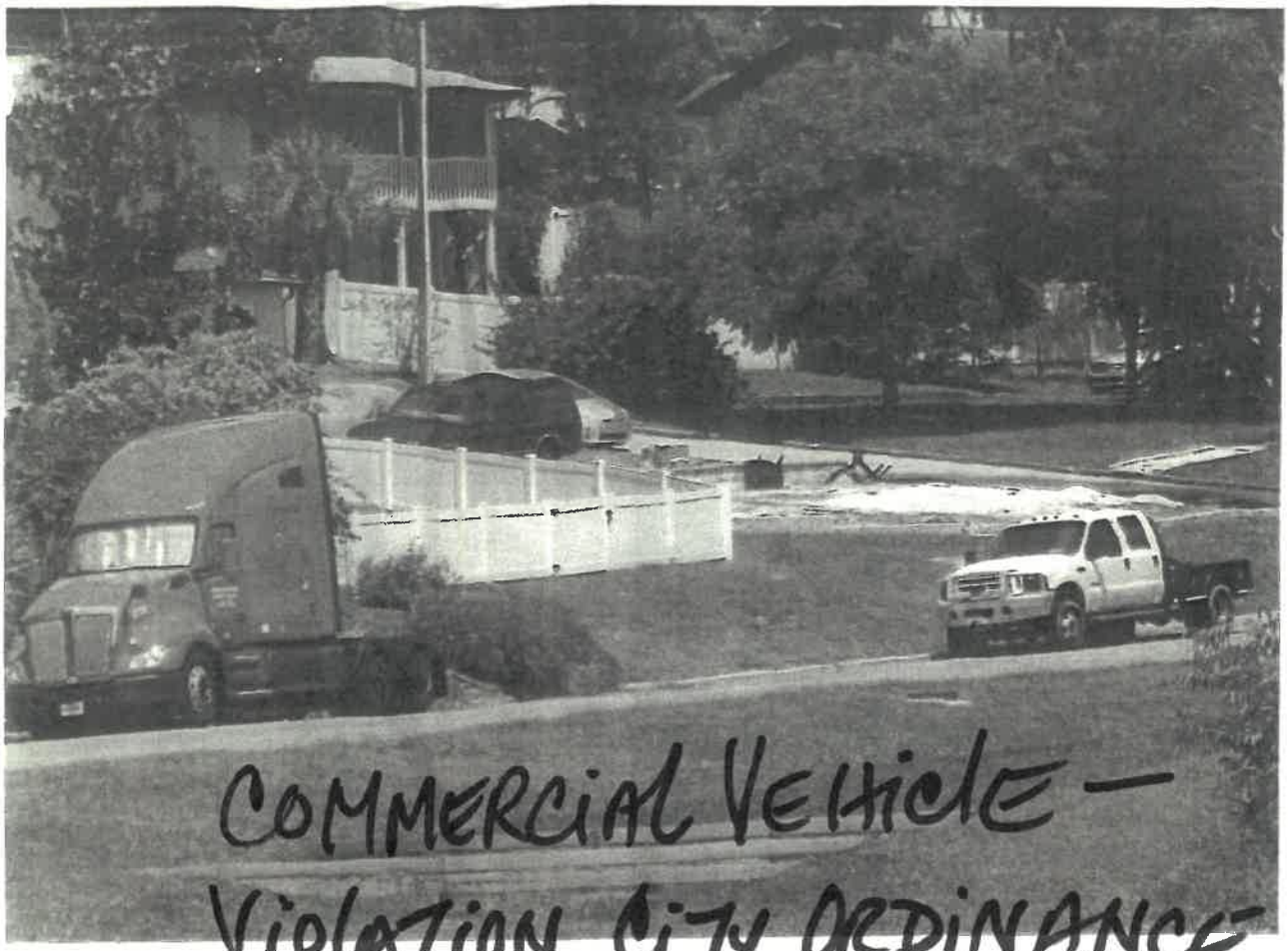
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BLOCKING PEDESTRIAN WALKWAY

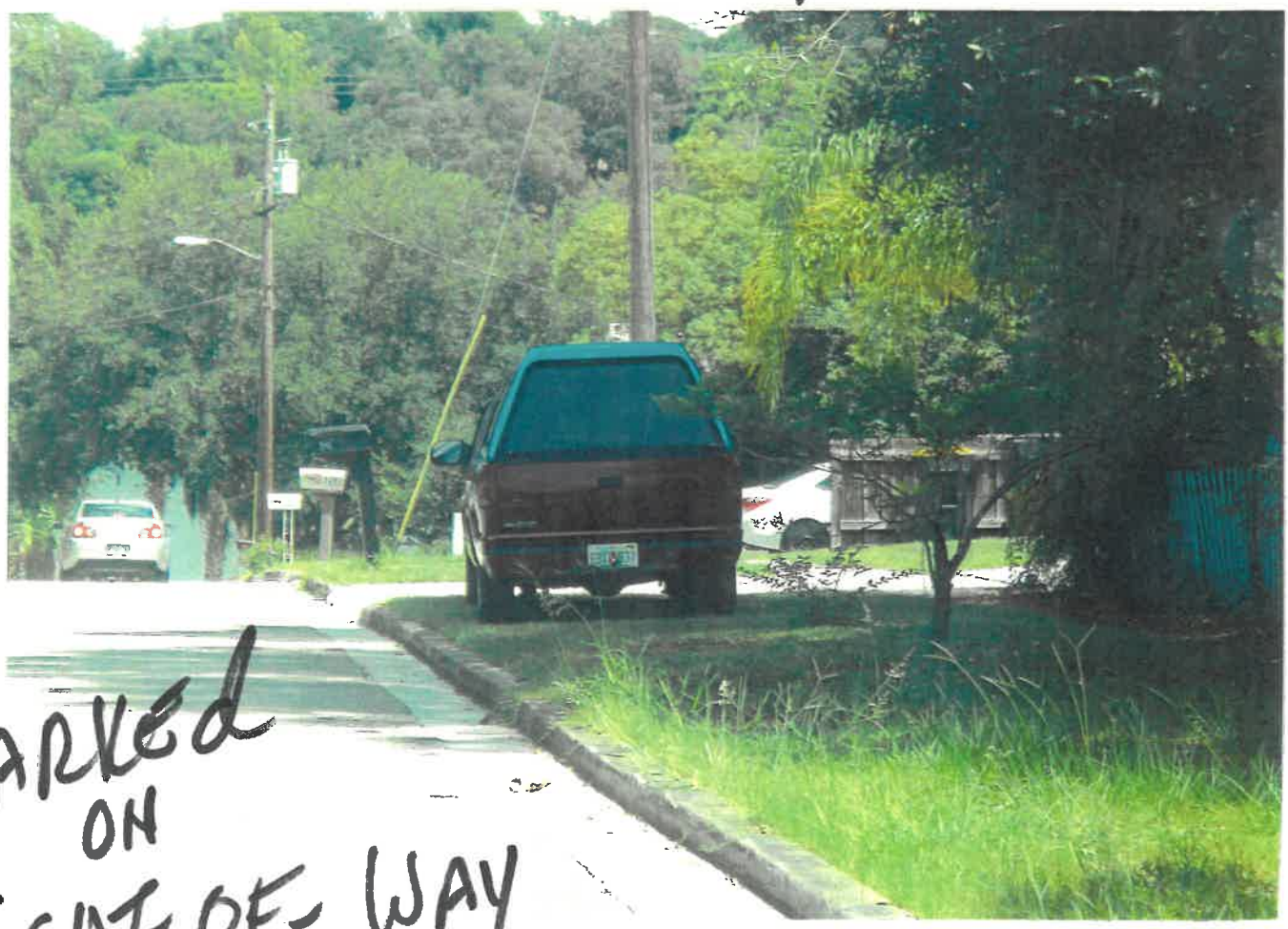




Blocks
DRIVE



COMMERCIAL VEHICLE –
VIOLATION CITY ORDINANCE



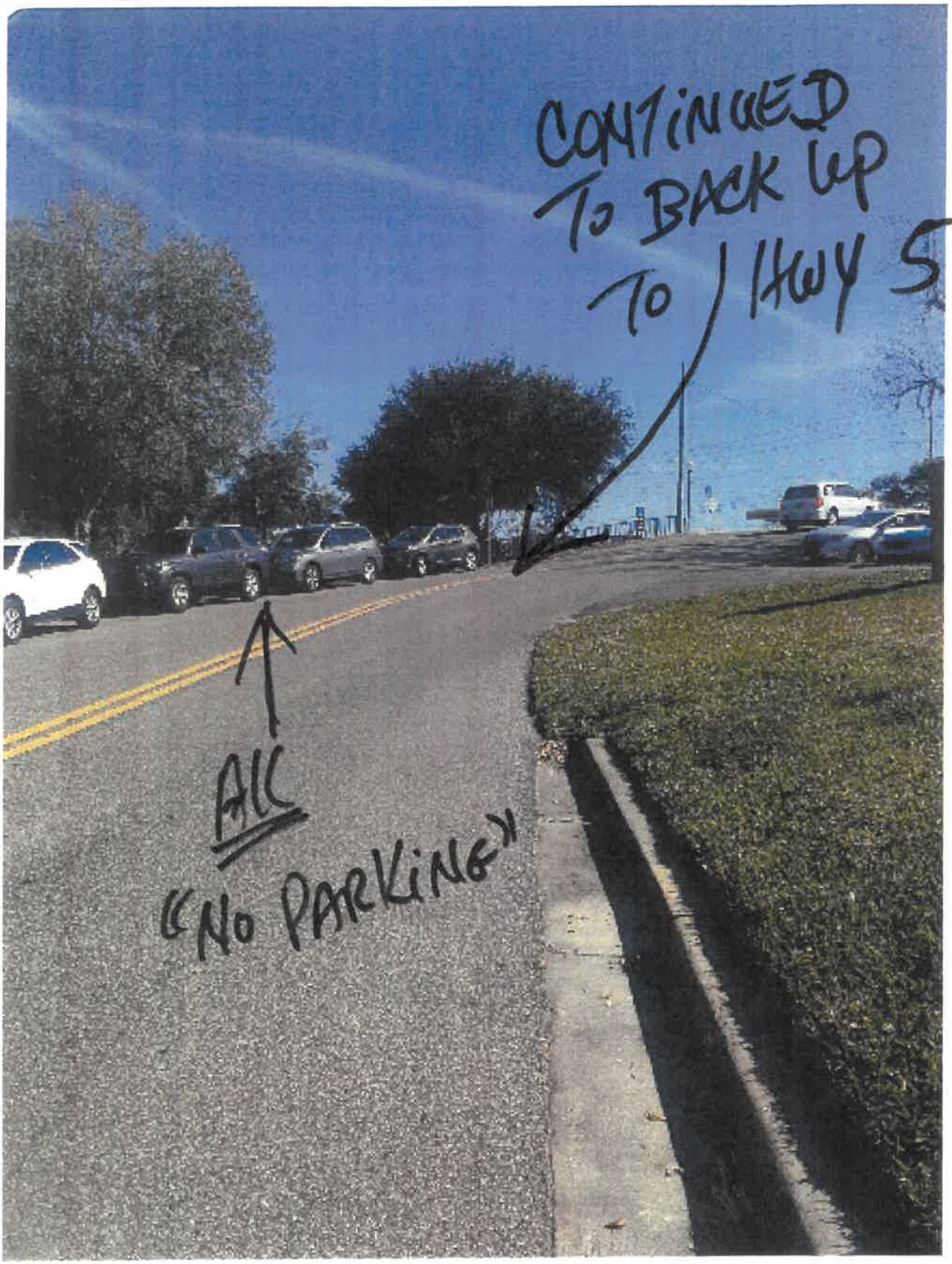
PARKED
ON
RIGHT-OF-WAY

BREWER & SONS FUNERAL HOME



1 OF 2

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2 OF 2

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1.


KNOCKED
IT OVER THE
CURB TO
PEDESTRIAN
SIDEWALK
2.


3.
11.02.2019 22:32



Sent from Yahoo Mail on Android

Mail body:



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Mail body:



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HISTORIC
DOWNTOWN


East 4th
STOP

Mail body:

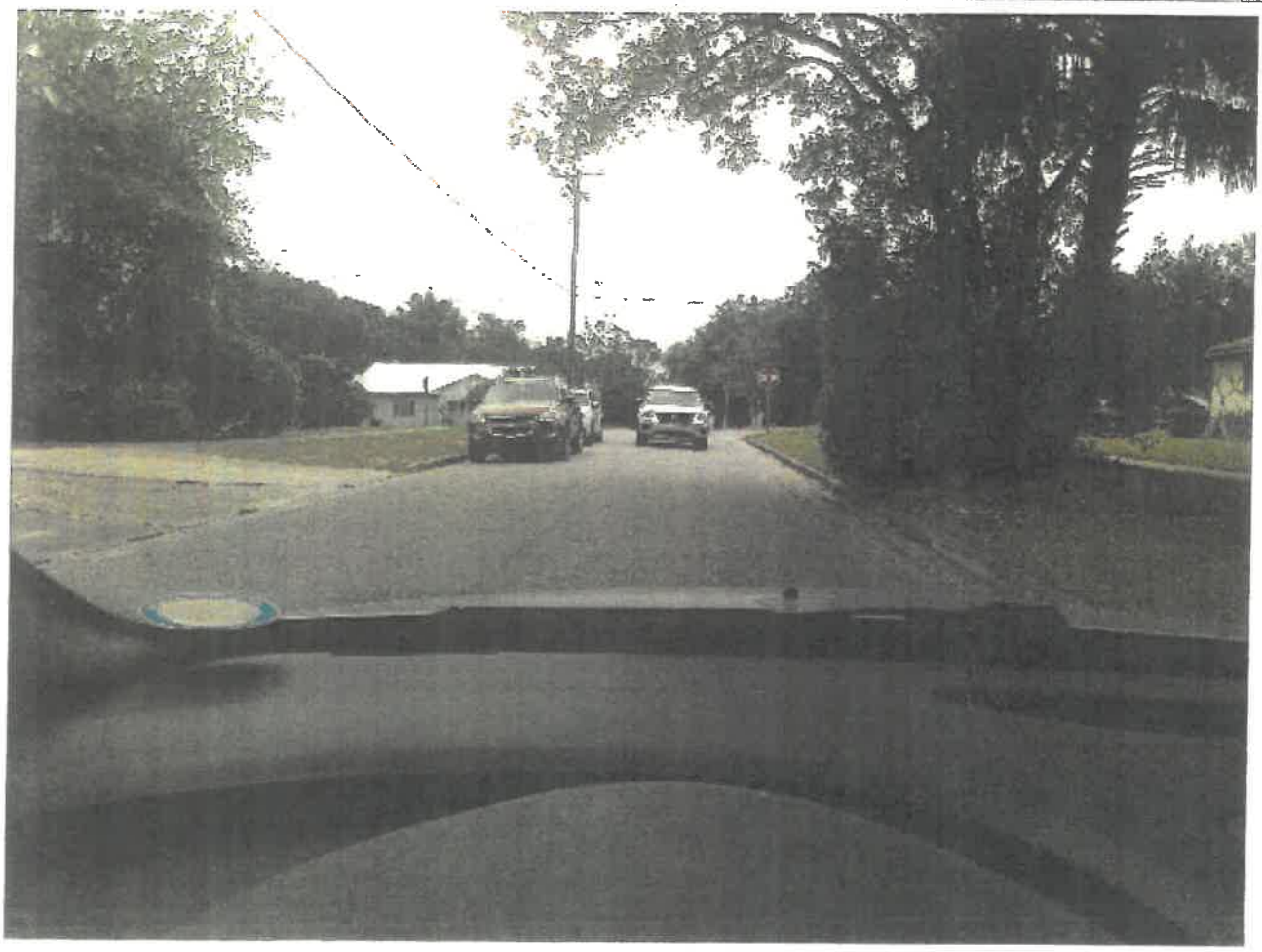




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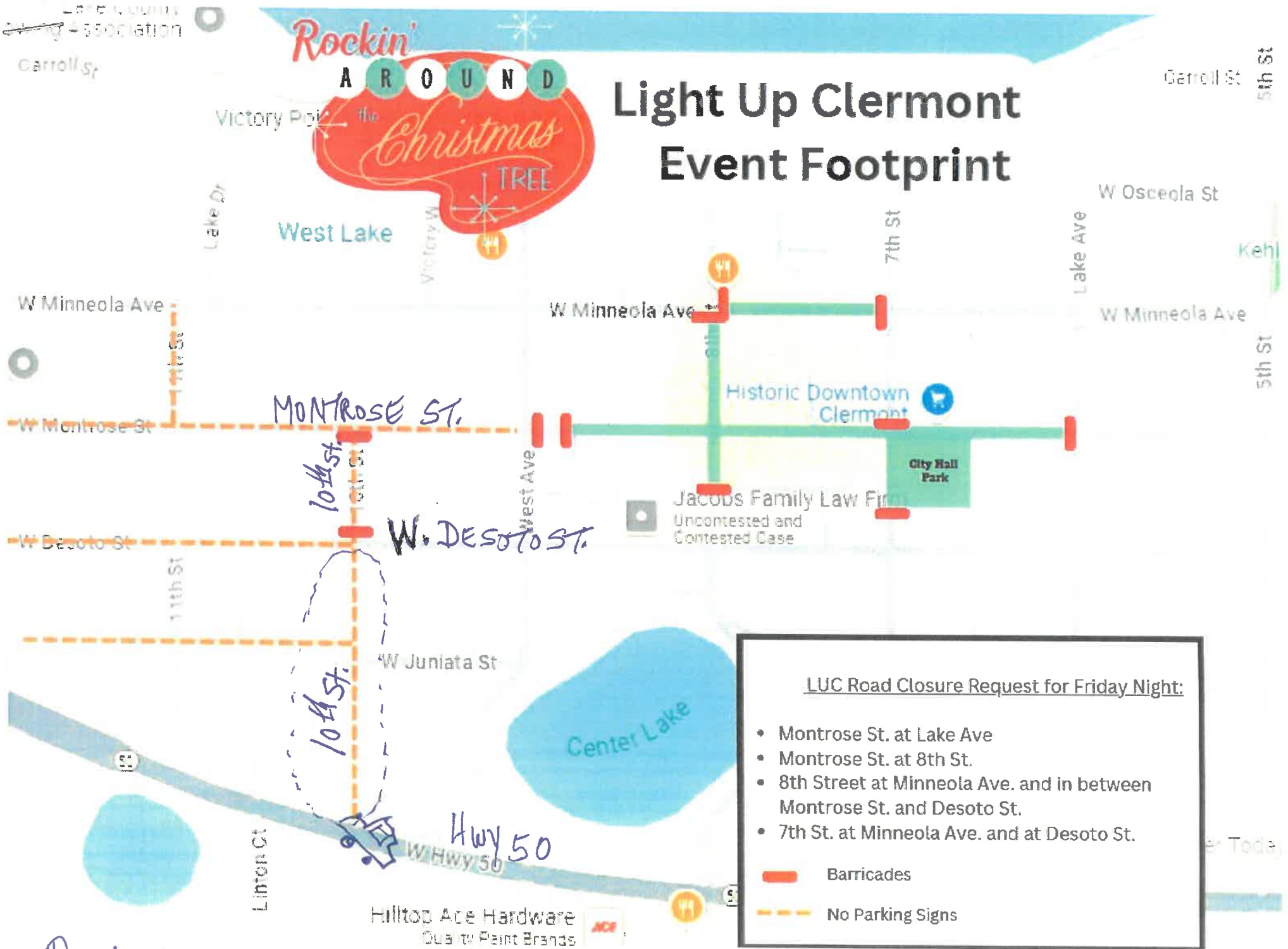



CAUTION


RETCH



Light Up Clermont Event Footprint



REVISED FROM 2019

HIKE • BIKE • PLAY • STAY

For more information and tips on planning a vacation, call 352-742-3924, log on to www.visitlakefl.com or visit the Lake County Visitor Center at 20763 U.S. Highway 27, Groveland, FL 34736.



LAKE COUNTY
FLORIDA

Visit www.visitlakefl.com/DiscoverLake for more details on how to become a participating vendor



You've done the theme parks. It's time to rediscover Florida's natural attractions – and make it your best vacation in years. From enjoying the Great Florida Birding Trail, to canoeing wild rivers, to spotting gators on an airboat tour, Seminole County puts nature nearer. So come enjoy a getaway that's wildly different.



GET ON WITH THE ADVENTURE

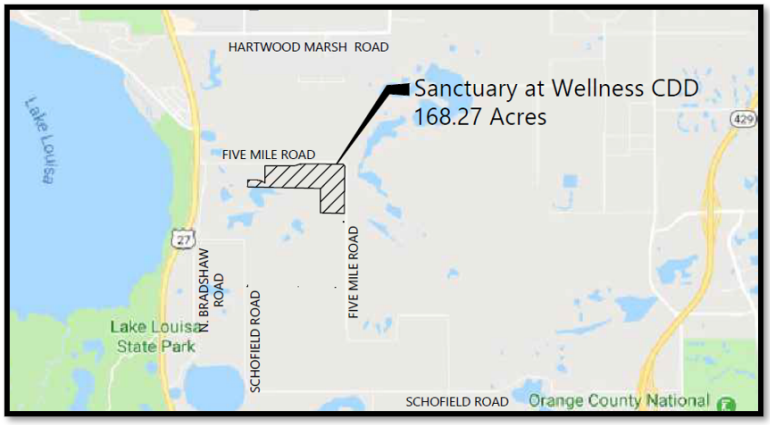
ORLANDO NORTH
SEMINOLE COUNTY

CITY OF CLERMONT

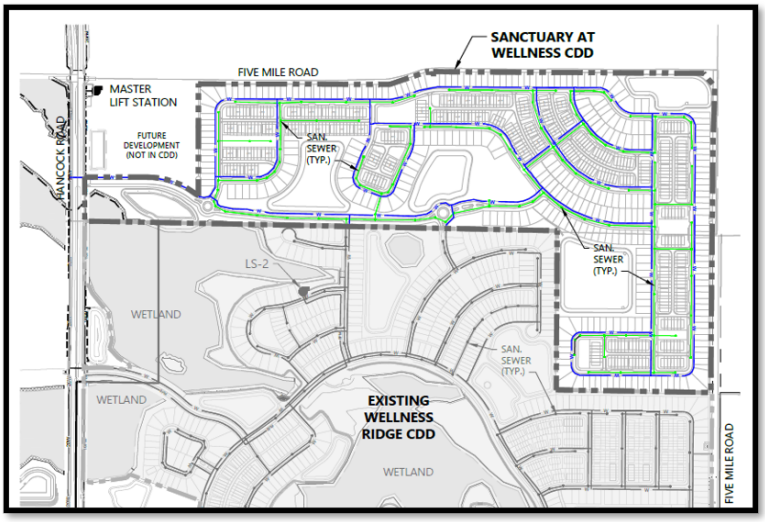
AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Ordinance No. 2026-027 *Intro* *Community Development District*
Requested Action
Approve the introduction of Ordinance 2026-027
Staff Report

The City received a petition to establish a Community Development District (CDD) from Lennar Homes, LLC, on June 5, 2026. The property is located within the City of Clermont within the Wellness Way Area and consists of approximately 168 acres of land for the residential portion. The project, Sanctuary at Wellness Ridge aka Lennar Swap, received Council approval for annexation, comprehensive plan amendment and a PUD rezoning on January 23, 2024. The project was approved for up to 699 residential dwelling units along with up to 228,612 square feet of non-residential use.



A previous request was received in December 2025 to amend the Wellness Ridge Community Development District to add this land into the existing District. In attempt to satisfy resident concerns, the property was removed from consideration to expand the District boundary and the petitioner now requests to form a new CDD for this development comprised of this land. This petition is to establish the Sanctuary at Wellness CDD only and is not affiliated or connected to the existing Wellness Ridge CDD or community.



Lennar has installed infrastructure to support the residential development within this area, such as water, sewer, roads, stormwater, and roadway lighting, landscaping and hardscaping. In order to finance, maintain and operate the public infrastructure in the development on a long-term basis, the petitioner is requesting to establish a Community Development District. The petitioner has proposed to establish the “Sanctuary at Wellness Community Development District” to plan, finance, acquire, construct, operate and maintain infrastructure, community facilities, and road operation and maintenance, which may be authorized by such districts under Florida law, including but not limited to Chapter 190, *Florida Statutes*. Lennar is in the initial stages of constructing residential units that should be available for occupancy very soon. Staff recommends approval of Ordinance No. 2026-027.

Additional Analysis	

Fiscal Impact Summary	

Fiscal Impact	**Fund Number and Description**	**Available Budget Amount**

Exhibits Attached(copies of original agreements)	
1. Ord 2026-027 Sanctuary at Wellness Way CDD (07.07.2026)	Ord 2026-027 Sanctuary at Wellness Way CDD (07.07.2026).pdf
2. Submission of Petition to Establish (Sanctuary at Wellness CDD) (06.05.26) V2	Submission of Petition to Establish (Sanctuary at Wellness CDD) (06.05.26) V2.pdf
3. Legal Ad	Legal Ad.pdf

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS SANCTUARY AT WELLNESS AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES; ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RECORDING.

WHEREAS, the City of Clermont, Florida received on June 5, 2026 a petition (the "Petition") for Establishment of a Community Development District of approximately 168.27 acres located entirely within the municipal boundaries of the City of Clermont, hereinafter the "District", as provided pursuant to Chapter 190, Florida Statutes, from Lennar Homes, LLC (the "Petitioner"); and

WHEREAS, it has been determined that the Petition contains the requisite information as mandated by Section 190.005(2), Florida Statutes, and Section 190.005(1)(a), Florida Statutes; and

WHEREAS, the Petitioner has obtained the written consent to the establishment of the District by the owners of 100% of the real property described in Exhibit A, attached hereto and collectively referred to as Sanctuary at Wellness Community Development District; and

WHEREAS, the decision of the City Council to establish the District is a quasi-legislative decision authorized by Chapter 190, Florida Statutes, and the City of Clermont's home rule authority and Article VIII of the Florida Constitution; and

WHEREAS, the City of Clermont has reviewed factors as required by Chapter 190, Florida Statutes, and will consider such factors prior to the final adoption of the subject ordinance, and upon such review has determined that the establishment of the District is in the best interest of the City of Clermont, for the orderly growth of the City of Clermont in an efficient manner for their existing and future health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont in lawful session assembled, as follows:

SECTION 1. FINDINGS OF FACT AND CONSIDERATIONS

The City of Clermont has reviewed the petition, and the representations, information, statements and evidence presented at the public hearing by Petitioner or on Petitioner's behalf and makes the following Findings of Fact:

a. The statements contained within the Petition are true and correct.

b. The Petition for and establishment of the District is not inconsistent with the State Comprehensive Plan or City's comprehensive plan.

c. The area of land within the District is of sufficient size, sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community.

d. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.

e. The community development services and facilities of the District will be compatible with the capacity and uses of existing local and regional community development services and facilities.

f. The area to be served by the District is amenable to separate independent special-district government.

SECTION 2. ESTABLISHMENT OF DISTRICT

Based on the above findings and consideration, the City Council of the City of Clermont does hereby grant the Petition and there is hereby established the District for all purposes consistent with, and as authorized by Chapter 190, Florida Statues, and all other applicable laws. The City does further hereby acknowledge the uniform district charter set forth in Chapter 190, Florida Statutes.

SECTION 3. ESTABLISHMENT OF DISTRICT BOUNDARY

The external boundary for the District shall include and incorporate all property as more particularly described in Exhibit A, attached hereto and incorporated herein, all such property (168.27 acres more or less) being located entirely within the municipal boundaries of the City of Clermont. No real property within the external boundaries of the District is to be excluded.

SECTION 4. APPOINTMENT OF INITIAL BOARD OF SUPERVISORS

The City Council of the City of Clermont does hereby appoint the following individuals as the initial Board of Supervisors to serve for a period not to exceed ninety (90) days after the creation

of the District upon which a new Board of Supervisors will be elected as provided by law. The initial Board of Supervisors shall be:

a. Lane Register
b. Rob Bonin
c. Adam Morgan
d. Michelle Dudley
e. DJ Moton

SECTION 5. CHARTER; POWERS

The District shall be governed by the provisions of Chapter 190, Florida Statutes, as amended. The District shall have, and the District Board of Supervisors may exercise, all powers and functions granted pursuant to Sections 190.011 and 190.012(1), Florida Statutes, as amended from time to time, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies and special districts having authority with respect to any area included in the District. In addition, the City Council of the City of Clermont hereby consents to the District's Board of Supervisors exercise of all other special powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic infrastructure within, and outside of, the boundaries of the District as described under and authorized by Section 190.012(2), Florida Statutes.

SECTION 6. CITY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE

The District shall be governed by the development and construction standards of the City of Clermont Comprehensive Plan and the City of Clermont Land Development Code on its construction as if it were a developer.

SECTION 7. SEVERABILITY AND REPEAL

All ordinances, agreements, or resolutions and parts thereof in conflict herewith to the extent of such conflicts are hereby repealed. If any phrase, clause, sentence, paragraph, section or subsection of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 8: ADMINISTRATIVE CORRECTION

This 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 9. EFFECTIVE DATE

This Ordinance shall take effect upon its publication and approval, as required by Florida law.

SECTION 10. RECORDING

A certified copy of the ordinance may be filed with the Clerk of the Circuit Court of Lake County, Florida, and duly recorded among the Public Records of Lake County, Florida at the Petitioner's expense.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of August 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

Exhibit A

LEGAL DESCRIPTION: OVERALL PROPERTY

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
CATHERINE R. CHOE
DANIEL H. COULTOFF
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KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5806
EMAIL: KTRUCCO@LATHAMLUNA.COM

June 5, 2026

Via U.S. Certified Mail
City of Clermont
Development Services
685 West Montrose Street
Clermont, Florida 34711
Attention: John E. Kruse, Curt Henshel & Rick Van Wagner

RE: Petition to Establish the Sanctuary at Wellness Community Development District

Dear Sir/Madam:

On behalf of Lennar Homes, LLC (the "Petitioner"), enclosed please see the Petition to Establish the Sanctuary at Wellness Community Development District (the "Petition") and draft Ordinance. Please advise if there is an option to pay the $15,000 filing fee through an online portal or over the telephone. If neither are available, the Petitioner will submit the payment by check.

We look forward to working with the City on this request. Please contact our office if you have any questions and/or require additional documents or information at this time. Thank you in advance for your assistance.

Regards,

Kristen E. Trucco, Esq.
Jan A. Carpenter, Esq.
Jay E. Lazarovich, Esq.
Counsel for the Petitioner

Enclosures: (1) Petition; (2) Draft Ordinance

cc: **Christian Waugh, Esq.**

BEFORE THE COUNCIL FOR THE CITY OF CLERMONT, FLORIDA

IN RE:	**AN ORDINANCE PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES, TO ESTABLISH THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**	))))

PETITION TO ESTABLISH THE SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Lennar Homes, LLC, a Florida limited liability company (the "**Petitioner**"), by and through its attorneys, hereby petitions the Council for the City of Clermont, Florida, pursuant to the "Uniform Community Development District Act of 1980", Chapter 190, *Florida Statutes*, to adopt an Ordinance establishing the Sanctuary at Wellness Community Development District (the "**District**") with respect to the lands described herein. In support thereof, the Petitioner submits:

1. Petitioner. Petitioner's mailing address is 6675 Westwood Blvd., 5th Floor, Orlando, Florida 32821. Copies of all correspondence should be sent to: Jan A. Carpenter, Esq. and Kristen E. Trucco, Esq., Latham, Luna, Eden & Beaudine, LLP, 201 S. Orange Avenue, Suite 1400, Orlando, Florida 32801.

2. Location and Size of the Land. The land for the District is located entirely within the boundaries of the City of Clermont (the "**City**") and is contiguous to lands located in unincorporated Lake County, Florida. The District is not contiguous to any other County or municipality. The general location of the District is depicted in the map attached hereto as **Exhibit "A"**. The proposed District covers approximately 168.27 acres of land. The metes and bounds legal description of the proposed external boundaries of the District is set forth in **Exhibit "B"** attached hereto.

3. Landowner Consent. SSP-HS LOT OPTION A POOL 01, L.P., a Delaware limited partnership (referred to herein as "**SSP**"), whose principal address is 23975 Park Sorrento, Suite 220, Calabasas, California 91302, currently owns 100% of the real property proposed to be included within the boundary of the District. Attached hereto as **Exhibit "C"** is SSP's written consent to its property being included within the boundary of the District.

4. Initial Board Members. The names and addresses of those persons designated to be the five initial members of the Board of Supervisors of the District, all of whom are residents of the State of Florida and citizens of the United States, are as follows:

Name	Address
Lane Register	6675 Westwood Blvd., Suite 500 Orlando, Florida 32751

Rob Bonin	6675 Westwood Blvd., Suite 500 Orlando, Florida 32751
Adam Morgan	6675 Westwood Blvd., Suite 500 Orlando, Florida 32751
Michelle Dudley	6675 Westwood Blvd., Suite 500 Orlando, Florida 32751
DJ Moton	6675 Westwood Blvd., Suite 500 Orlando, Florida 32751

5. Name. The name of the proposed District is "SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT."

6. Water and Sewer Interceptors. The locations of existing major trunk water mains and sewer interceptors and outfalls that are anticipated to provide service to the District are depicted in **Exhibit "D"** attached hereto.

7. District Facilities and Services. The proposed timetable for construction of the District services and the estimated cost of constructing the proposed services are set forth in **Exhibit "E"** attached hereto.

8. Land Uses: The following approvals for the real property and development located within the proposed District boundaries have already been obtained: (1) PUD approval (and associated Ordinances) from the City on January 23, 2024; (2) PSP approval from the City on May 9, 2024; (3) Final Construction Plan approval from the City on February 14, 2024; (4) FDEP Water approval on February 12, 2025; (5) FDEP Wastewater approval on March 18, 2025; (6) SJRWMD ERP approval on March 14, 2025. Additionally, the following amenity site permits for the real property and development located within the District boundaries have already been obtained: (1) Final Construction Plan approval from the City on November 7, 2025; (2) FDEP Water approval on December 10, 2025 (exemption); (3) FDEP Wastewater approval on December 9, 2025 (exemption); and (4) SJRWMD ERP approval on October 16, 2025.

The land use designation for the real property located within the proposed District boundaries is neighborhood mixed use.

The current development plan for the proposed the District includes approximately 699 residential dwelling units (including a mixture of townhome and single-family home units, with appropriate code-consistent parking). The authorized uses for the land included within the District are consistent with the City of Clermont Comprehensive Land Use Plan (the "City Comprehensive Plan"). Amenities to be located within the proposed boundary of the District include the following: (1) resort-style amenity with clubhouse, fitness center, pool, golf stimulator, meeting rooms, outdoor putting green, bocce courts and pickleball courts; (2) dog park; and (3) multi-use trail.

The designation of the future general distribution, location and extent of public and private uses of land within the proposed District by the future land use plan element of the City's

comprehensive plan, which are subject to change but shall at all times remain in compliance with all applicable statutes, ordinances, approval, agreements, orders and regulations, are set forth in **Exhibit "F"** attached hereto.

9. Statement of Estimated Regulatory Costs. A statement of estimated regulatory costs, prepared in accordance with the requirements of Section 120.541, *Florida Statutes*, is attached hereto as **Exhibit "G"**.

10. Powers Requested. The District is seeking and hereby requests the right to exercise all general powers provided for in Section 190.011, *Florida Statutes*, all special powers provided for in Section 190.012(1), *Florida Statutes*, and those certain special powers consented by the City which include Sections 190.012(2)(a) and (d), *Florida Statutes*, as well as Section 190.012(2)(f), *Florida Statutes*, to the extent required by the City.

11. Justification Statement. The property within the District is amenable to operating as an independent special district for the following reasons:

a. All statements contained in this Petition are true and correct.

b. The establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or of the effective City comprehensive plan.

c. The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

d. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.

e. The District services and facilities will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

f. The area that will be served by the District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Board of City Council of Clermont, Florida to:

1. Adopt an ordinance pursuant to Chapter 190, *Florida Statutes*, granting this Petition and establishing the Sanctuary at Wellness Community Development District.

2. Consent to the District's exercise of the statutory powers requested herein, as those powers are set forth in Chapter 190, *Florida Statutes*: all general powers provided for in Section 190.011, *Florida Statutes,* all special powers provided for in Section 190.012(1), *Florida Statutes* and those certain special powers consented by the City which include Sections 190.012(2)(a) and

(d), *Florida Statutes*, as well as Section 190.012(2)(f), *Florida Statutes*, to the extent required by the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE TO PETITION TO ESTABLISH THE SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

Respectfully submitted this 5th day of June, 2026.

PETITIONER:

LENNAR HOMES, LLC

By: _____
Name: MARK MCDONALD
Title: VICE PRESIDENT

COUNSEL FOR PETITIONER:

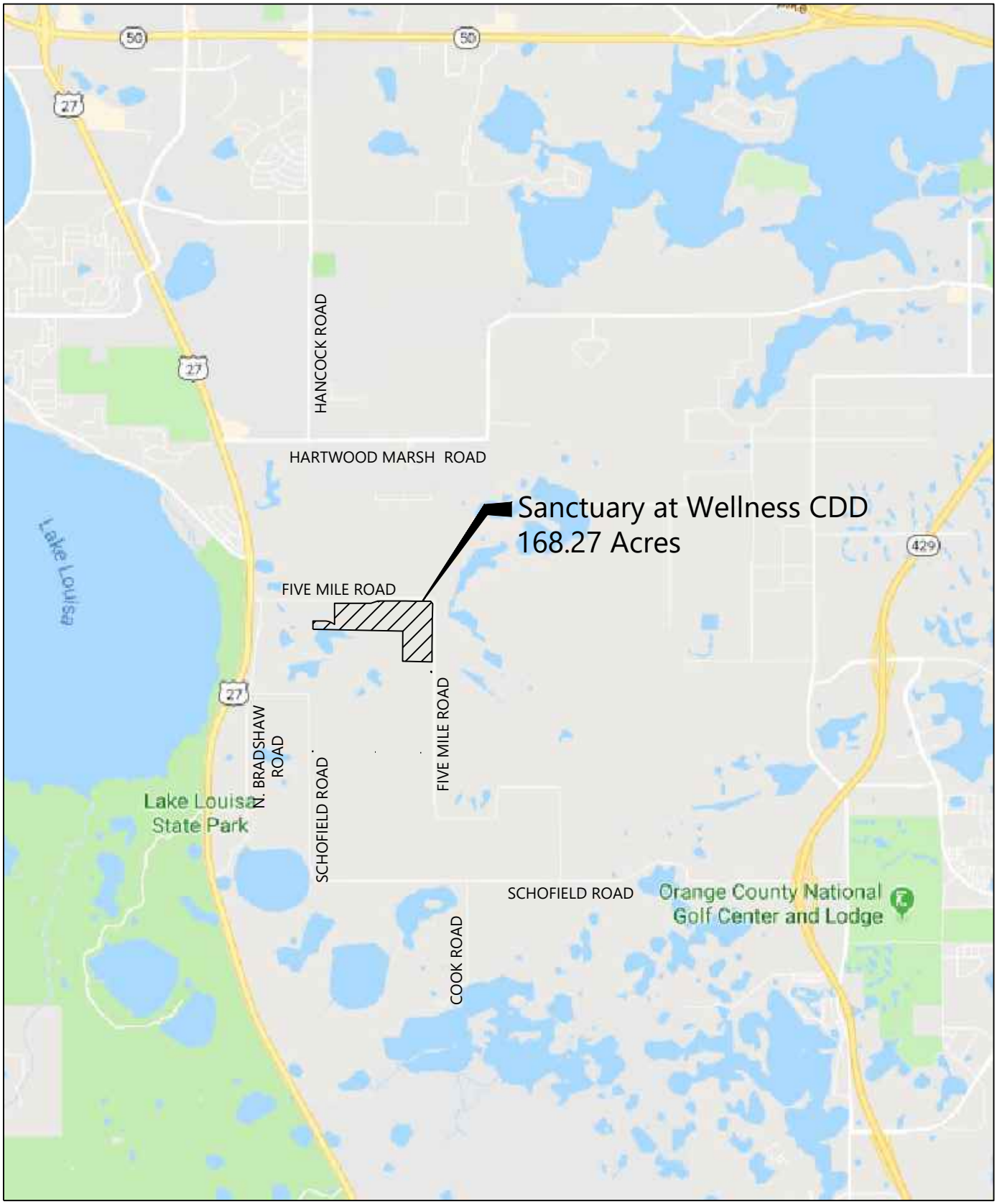
LATHAM, LUNA, EDEN & BEAUDINE, LLP

By: _____
Jan Albanese Carpenter, Esq.
Florida Bar No. 767158
Kristen E. Trucco, Esq.
Florida Bar No. 124545
Jay E. Lazarovich, Esq.
Florida Bar No. 1035455
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Telephone: 407-581-5800
jcarpenter@lathamluna.com
ktrucco@lathamluna.com
jlazarovich@lathamluna.com

EXHIBIT "A"

GENERAL LOCATION OF THE PROPOSED
SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

[*ATTACHED*]



0 3000 6000

Location Map
Sanctuary at Wellness CDD

City of Clermont, Florida

Exhibit A

May 2026

EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPOSED
SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

[*ATTACHED*]

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06’55”E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53’05”E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

EXHIBIT "C"

CONSENT OF THE OWNER OF THE REAL PROPERTY LOCATED WITHIN THE PROPOSED SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

[*ATTACHED*]

CONSENT TO THE PETITION TO ESTABLISH THE SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, SSP-HS LOT OPTION A POOL 01, L.P., a Delaware partnership ("**SSP**"), whose principal address is 23975 Park Sorrento, Suite 220, Calabasas, California 91302, is the fee simple owner of certain real property located within the City of Clermont, Florida (the "**City**"), described in **Exhibit "A"** attached hereto (the "**Property**").

Lennar Homes, LLC, a Florida limited liability company (the "**Petitioner**"), as Petitioner under that certain Petition to Establish the Sanctuary at Wellness Community Development District (the "**Petition**"), intends to submit the Petition to create the Sanctuary at Wellness Community Development District (the **"District**") in accordance with the provisions of Chapter 190, *Florida Statutes*.

SSP is the fee simple owner of the real property which is intended to constitute the District, as described above, and SSP understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include with the Petition the written consent to the establishment of the District of one hundred percent (100%) of the owner(s) of the lands to be included within the District.

As evidenced by its execution of this document, SSP hereby consents to the inclusion of the Property in the District, and further agrees to execute any other documentation necessary or convenient to evidence this consent.

SSP hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on following page]

SIGNATURE PAGE OF LANDOWNER CONSENT TO PETITION TO ESTABLISH THE SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

Executed this 7 day of MAY, 2026.

SSP-HS LOT OPTION A POOL 01, L.P., a Delaware partnership

By: SSP-HS LOJV-A GP, LLC, a Delaware limited liability company, as General Partner

By: _____

Name: Steven C. Porath

Title: Authorized Representative

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2026, by Steven C. Porath, as the Authorized Representative of SSP-HS LOJV-A GP, LLC, a Delaware limited liability company, as the general partner of **SSP-HS LOT OPTION A POOL 01, L.P.**, a Delaware partnership, on behalf of said partnership and limited liability company. Said person is [ ] personally known to me or [ ] has produced _____ as identification.

(AFFIX SEAL)

_____
Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On May 7, 2026 (*Date*) before me, Karen S. Hornback, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Steven C. Porath (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KAREN S. HORNBACK
Notary Public - California
Ventura County
Commission # 2413766
My Comm. Expires Aug 24, 2026

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (*Signature of Notary Public*)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

EXHIBIT "A"

Legal Description of the Property

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

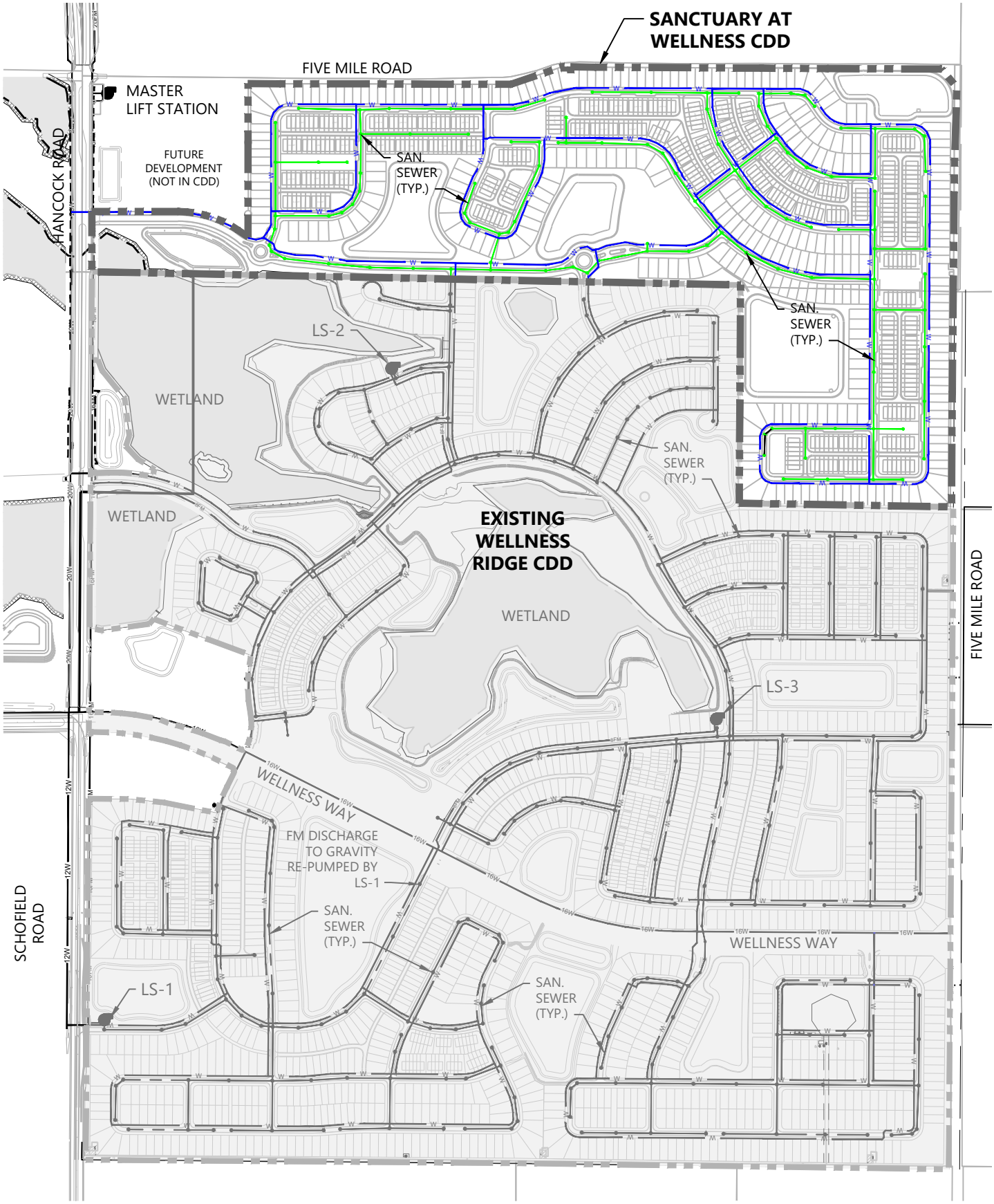
Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

EXHIBIT "D"

MAP OF THE PROPOSED SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT SHOWING ANY CURRENT MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND/OR OUTFALLS

[*ATTACHED*]



vhb

Utility Location Map

Sanctuary at Wellness CDD

City of Clermont, Florida

May 2026

0 400 800

EXHIBIT "E"

PROPOSED TIMETABLE AND COSTS FOR CONSTRUCTION OF THE PROPOSED SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT FACILITIES AND SERVICES

[*ATTACHED*]

Estimated Costs of Constructing the Proposed Facilities/Services

Improvement	Estimated Cost
Stormwater Management Systems	$8,100,000.00
Roadways (non-gated)	$2,800,000.00
Water & Wastewater Utilities	$6,600,000.00
Lift Stations	$0
Hardscaping, Landscaping, Irrigation and Reclaimed water pump	$3,200,000.00
Recreational Amenities	$0
Offsite Roadway	$0
Offsite Utilities	$0
Differential Cost of Undergrounding of Electric	$250,000.00
Subtotal	**$20,950,000.00**
Other	
Professional Services (10%)	$2,095,000.00
Contingency (15%)	$3,142,500.00
TOTAL	**$26,187,500.00**

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.

Timetable for Construction of Services

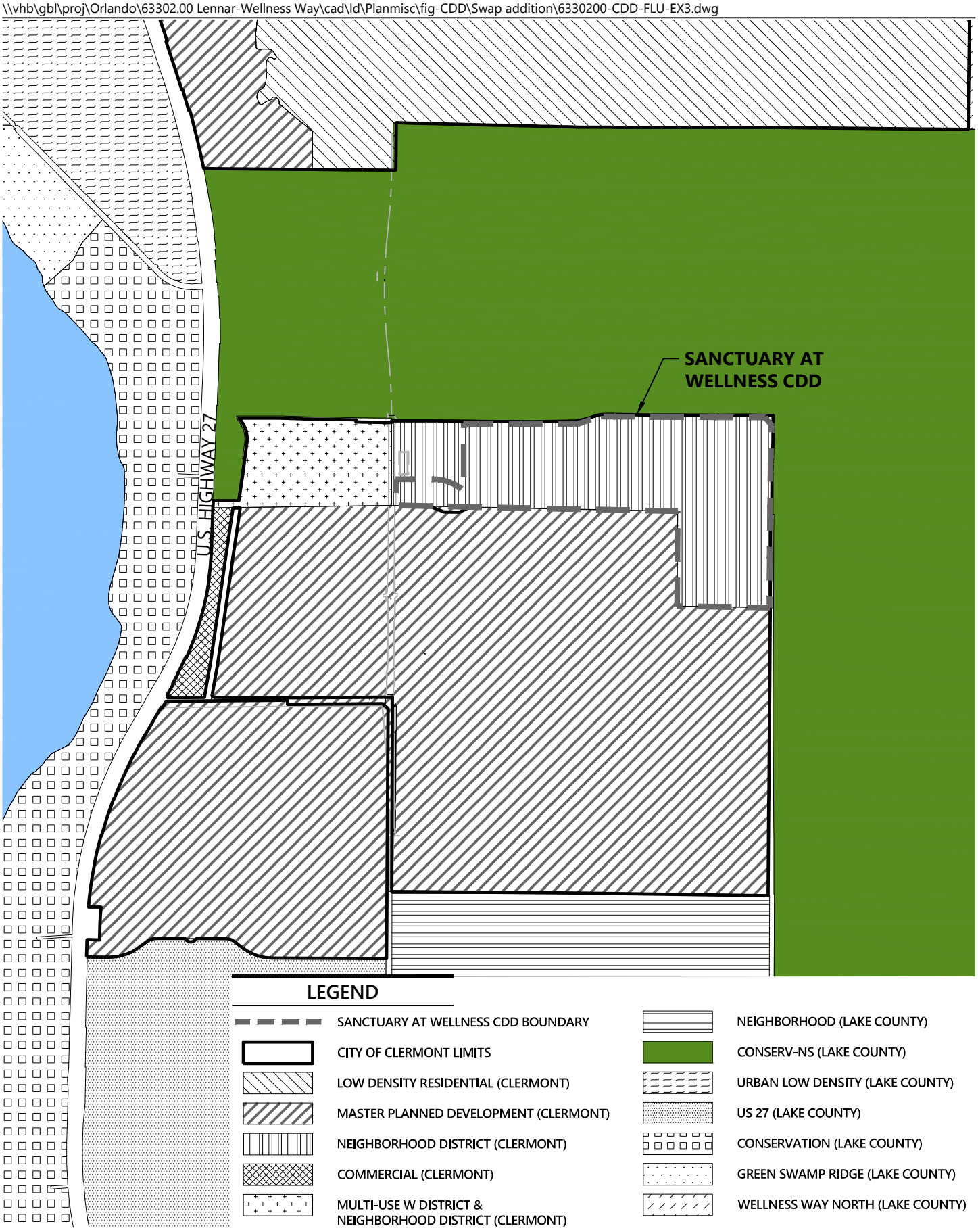
Phase	Completion Date
Phase 1	August, 2026
Phase 2	February, 2027

EXHIBIT "F"

FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT OF PUBLIC AND PRIVATE USES WITHIN THE PROPOSED SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT

[*ATTACHED*]

\\vhb\gbl\proj\Orlando\63302.00 Lennar-Wellness Way\cad\ld\Planmisc\fig-CDD\Swap addition\6330200-CDD-FLU-EX3.dwg



0 900 1,800 Feet

Future Land Use Map

Sanctuary at Wellness CDD

City of Clermont, Florida

Exhibit I

Mayl 2026

EXHIBIT "G"

STATEMENT OF ESTIMATED REGULATORY COSTS

[*ATTACHED*]

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form the **Sanctuary at Wellness Community Development District** (the "District"). The proposed District comprises approximately 168.27 acres of land located within the City of Clermont, Florida (hereafter "City"). The project is planned for approximately 699 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Sanctuary at Wellness Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 168.27 acres.

The development plan for the proposed lands within the District includes approximately 699 residential units. Such uses are authorized for inclusion within the District. A community development district ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." *See* Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Sanctuary at Wellness. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Sanctuary at Wellness Community Development District is a community that is proposed to include approximately 699 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the developer and any other landowner will also be under the jurisdiction of the District. Such owners purchase property within the District willingly and with knowledge and advance notice they are subject to the District's jurisdiction, including notice recorded in the public records, in title and through purchase and sale agreements.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

[1] For the purposes of this SERC, the term "agency" means City of Clermont and the term "rule" means the ordinance(s) which the City of Clermont will enact in connection with the creation of the District.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The proposed District will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the Florida Department of Economic Opportunity, which offsets such costs.

City of Clermont

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the City charges the petitioner a filing fee to cover the cost of staff review of the petition.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that roadways (non-gated); stormwater management systems; water and wastewater utilities; hardscape, landscape and irrigation; undergrounding of the electrical system; and soft costs and contingencies will be financed by the District.

Table 1.
Wellness Ridge CDD Proposed Facilities and Services

Improvement	Construction Entity	Ownership Entity	Operations and Maintenance Entity
Stormwater Improvements	CDD	CDD	CDD
Roadways (non-gated)	CDD	City/CDD	City/CDD
Water & Wastewater Utilities	CDD	City	City
Hardscape, Landscape, Irrigation	CDD	CDD/HOA	CDD/HOA
Undergrounding of Electric	CDD	SECO	SECO

Key: City = Clermont and CDD = Sanctuary at Wellness CDD

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately $26,187,500. The District may issue special assessment bonds or other revenue bonds to fund the construction and/or acquisition of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

Table 2.
Sanctuary at Wellness Community Development District –
Engineer's Estimate of Probable Costs

Infrastructure	Costs
Stormwater Improvements	$8,100,000
Roadways (non-gated)	$2,800,000
Water & Wastewater Utilities	$6,600,000
Hardscape, Landscape, & Irrigation	$3,200,000
Undergrounding of Electric	$250,000
Professional Fees & Permitting	$2,095,000
Contingency	$3,142,500
Total	$26,187,500

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, the proposed District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, the proposed District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

Fourth, the proposed District has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

Lastly, based upon Chapter 2025-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs relative to the proposed District:

1. Filing Fee – *up to $15,000 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of $175 to the State per provisions of Section 189.018, Florida Statutes.*
2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*

4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed $500,000 annually that will be fully funded by the property owners of the District.*
6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed $50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual $175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed $25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed $100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed $10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than $5,000 annually and will be fully funded by the property owners of the District.*
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed $10,000 annually and will be fully funded by the property owners of the District. Property insurance may also be required and is not reflected in the above estimate.*
15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of the District.*
16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor' office or by any other interested person, business organization, or business representative – *None.*

If applicable, the market impacts likely to result from compliance with the district establishment, including

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the*

compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than $150,000 and fully funded by the property owners of the District.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a "small city" according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
May 12, 2026

CITY OF CLERMONT
ORDINANCE NO. [____]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS SANCTUARY AT WELLNESS AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES; ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Clermont, Florida received on June 5, 2026 a petition (the "Petition") for Establishment of a Community Development District of approximately 168.27 acres located entirely within the municipal boundaries of the City of Clermont, hereinafter the "District", as provided pursuant to Chapter 190, Florida Statutes, from Lennar Homes, LLC (the "Petitioner"); and

WHEREAS, it has been determined that the Petition contains the requisite information as mandated by Section 190.005(2), Florida Statutes, and Section 190.005(1)(a), Florida Statutes; and

WHEREAS, the Petitioner has obtained the written consent to the establishment of the District by the owners of 100% of the real property described in Exhibit A, attached hereto and collectively referred to as Sanctuary at Wellness Community Development District; and

WHEREAS, the decision of the City Council to establish the District is a quasi-legislative decision authorized by Chapter 190, Florida Statutes, and the City of Clermont's home rule authority and Article VIII of the Florida Constitution; and

WHEREAS, the City of Clermont has reviewed factors as required by Chapter 190, Florida Statutes, and will consider such factors prior to the final adoption of the subject ordinance, and upon such review has determined that the establishment of the District is in the best interest of the City of Clermont, for the orderly growth of the City of Clermont in an efficient manner for their existing and future health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont in lawful session assembled, as follows:

SECTION 1. Findings of Fact and Considerations

The City of Clermont has reviewed the petition, and the representations, information, statements and evidence presented at the public hearing by Petitioner or on Petitioner's behalf and makes the following Findings of Fact:

a. The statements contained within the Petition are true and correct.

b. The Petition for and establishment of the District is not inconsistent with the State Comprehensive Plan or City's comprehensive plan.

c. The area of land within the District is of sufficient size, sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community.

d. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.

e. The community development services and facilities of the District will be compatible with the capacity and uses of existing local and regional community development services and facilities.

f. The area to be served by the District is amenable to separate independent special-district government.

SECTION 2. Establishment of District

Based on the above findings and consideration, the City Council of the City of Clermont does hereby grant the Petition and there is hereby established the District for all purposes consistent with, and as authorized by Chapter 190, Florida Statues, and all other applicable laws. The City does further hereby acknowledge the uniform district charter set forth in Chapter 190, Florida Statutes.

SECTION 3. Establishment of District Boundary

The external boundary for the District shall include and incorporate all property as more particularly described in Exhibit A, attached hereto and incorporated herein, all such property (168.27 acres more or less) being located entirely within the municipal boundaries of the City of Clermont. No real property within the external boundaries of the District is to be excluded.

SECTION 4. Appointment of Initial Board of Supervisors

The City Council of the City of Clermont does hereby appoint the following individuals as the initial Board of Supervisors to serve for a period not to exceed ninety (90) days after the creation of the District upon which a new Board of Supervisors will be elected as provided by law. The initial Board of Supervisors shall be:

a. Lane Register
b. Rob Bonin
c. Adam Morgan
d. Michelle Dudley
e. DJ Moton

SECTION 5. Charter; Powers

The District shall be governed by the provisions of Chapter 190, Florida Statutes, as amended. The District shall have, and the District Board of Supervisors may exercise, all powers and functions granted pursuant to Sections 190.011 and 190.012(1), Florida Statutes, as amended from time to time, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies and special districts having authority with respect to any area included in the District. In addition, the City Council of the City of Clermont hereby consents to the District's Board of Supervisors exercise of all other special powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic infrastructure within, and outside of, the boundaries of the District as described under and authorized by Section 190.012(2), Florida Statutes.

SECTION 6. City Comprehensive Plan and Land Development Code

The District shall be governed by the development and construction standards of the City of Clermont Comprehensive Plan and the City of Clermont Land Development Code on its construction as if it were a developer.

SECTION 7. Severability and Repeal

All ordinances, agreements, or resolutions and parts thereof in conflict herewith to the extent of such conflicts are hereby repealed. If any phrase, clause, sentence, paragraph, section or subsection of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 8. Effective Date

This Ordinance shall be published as provided by law and shall become law and shall take effect on the date of its Second Reading and Final Passage.

SECTION 9. Recording

A certified copy of the ordinance may be filed with the Clerk of the Circuit Court of Lake County, Florida, and duly recorded among the Public Records of Lake County, Florida at the Petitioner's expense.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this [___] day of [_____], 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

Exhibit A

LEGAL DESCRIPTION: OVERALL PROPERTY

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Latham-Luna-Eden & Beaudine LLP - 105573
201 South Orange Avenue
Ste 1400
Orlando, FL 32801

Bill To:
Latham-Luna-Eden & Beaudine LLP - 105573
201 South Orange Avenue
Ste 1400
Orlando, FL 32801

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Sanctuary at Wellness CDD Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 14 Jul 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 14 Jul 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

100600

NOTICE OF PUBLIC HEARING

City of Clermont City Council
Petition to Establish the Sanctuary at Wellness Community Development District

DATE: AUGUST 11, 2026 (PUBLIC HEARING)
TIME: 3:00 PM
LOCATION: City Hall – Council Chambers
685 W. Montrose Street
Clermont, Florida 34711

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the City Council for the City of Clermont, Florida (the "Council") on **August 11, 2026 at 3:00 p.m.**, in the **City Hall – Council Chambers, 685 W. Montrose Street, Clermont, Florida, 34711**, to consider the following proposed Ordinance 2026-027:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS SANCTUARY AT WELLNESS AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES; ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE SANCTUARY AT WELLNESS COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

The proposed Sanctuary at Wellness Community Development District (the "District") is comprised of approximately 168.27 acres, generally located off of Five Mile Road, as further depicted in the attached map. The Petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by the District under Florida law, including but not limited to: sanitary sewer facilities, water distribution systems, reuse water systems, stormwater systems, electrical service systems, conservation mitigation, on-site public roadway improvements, off-site public roadway improvements, and other infrastructure.

Any affected individual or governmental entity shall be given an opportunity at the public hearing to appear and present oral or written comments for or against the Petition. Written comments filed with the Council will be considered and will be made a matter of record at the public hearing. **Persons wishing to appeal any decision made by the Council at the above-referenced public hearing are hereby notified they may need to ensure that a verbatim record of these proceedings is made, including the testimony and any documentary evidence on which an appeal may be based.**

In accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 286.26, *Florida Statutes*, if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, such person shall, not later than two (2) business days prior to the proceedings, call (352) 394-4081 for assistance. Si usted requiere ayuda especial bajo la ley de Americanos con Incapacidades de 1990, por favor llame al (352) 394-4081.

A copy of the proposed Ordinance and Petition are open to public inspection during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Clerk's Office, 685 W. Montrose Street, Clermont, Florida, 34711.



100600

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, July 28, 2026
Agenda Item Name
Ordinance No. 2026-026 *Intro* *Amend LDC Noticing Requirements*
Requested Action
Approve the introduction of Ordinance No. 2026-026.
Staff Report

At the direction of the City Manager's office and City Council, staff is proposing an amendment to the notice requirements for certain land use and development applications. Currently, the requirements are for public notices to be mailed to all adjoining property owners within 150 feet of the subject property. There are several sections in the code that address this 150-foot requirement.

In an effort to enhance public awareness and participation, along with keeping surrounding property owners and stakeholders informed, an increase in the written notification requirement is being proposed at a distance of 450 feet. This is a 200% increase in the written notification requirements. No changes are being proposed to the existing newspaper publications or the posting of signage on the subject property.

The applications that would be affected by this include Conditional Use Permits (CUP's), Variances, Rezonings and Future Land Use Map Amendments, and "Live Local Act" Projects. In addition, if any property within the 450-foot radius of the subject property is governed by a property owners' association, such as a condominium association or homeowners association, notice shall also be provided to such association. This language is also being added to better inform the community of the proposed land use changes that may impact their properties and/or communities. Staff finds that it would be in the best interest of the public and citizens of Clermont to implement this change.

Action to Date:
The Planning and Zoning Commission recommended approval (5-0) of Ordinance 2026-026.

Staff Recommendation:
Staff recommends approval of Ordinance 2026-026.

Additional Analysis
Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. Ord 2026-026 Noticing 450 FT (06.12.2026)	Ord 2026-026 Noticing 450 FT (06.12.2026).pdf
2. Legal ad	Legal ad.pdf

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING ARTICLE III, SECTION 101-211, "NOTICE OF PUBLIC HEARING", ARTICLE IV, SECTION 101-245, "NOTICE OF PUBLIC HEARING", ARTICLE V, SECTION 101-281, "NOTICE OF PUBLIC HEARING", AND ARTICLE V, SECTION 125-527, "LIVE LOCAL ACT PROJECT REVIEW PROCEDURE", OF THE CHARTER LAWS OF THE CITY OF CLERMONT, PROVIDING THAT NOTICE OF PUBLIC HEARINGS FOR CONDITIONAL USE PERMITS, VARIANCES, REZONINGS, FUTURE LAND USE MAP AMENDMENTS, AND LIVE LOCAL ACT APPLICATIONS SHALL BE PROVIDED TO PROPERTY OWNERS WITHIN FOUR HUNDRED FIFTY (450) FEET OF THE SUBJECT PROPERTY; PROVIDING THAT, WHERE ANY PROPERTY WITHIN FOUR HUNDRED FIFTY (450) FEET IS GOVERNED BY A PROPERTY OWNERS' ASSOCIATION, SUCH AS A CONDOMINIUM ASSOCIATION OR HOMEOWNERS' ASSOCIATION, NOTICE SHALL ALSO BE PROVIDED TO SUCH ASSOCIATION; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of the City and its citizens to amend its notice requirements for certain land use and development applications to expand the notice area from its current standard to 450 feet in order to enhance public awareness and participation; and

WHEREAS, the City Council further finds that expanding the notice area will better ensure that affected property owners and surrounding stakeholders are informed of proposed land use changes that may impact their properties and community; and

WHEREAS, the City Council finds that it is in the best interests of the public, serving its health, safety, and welfare, to pass this Ordinance.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2: AMENDING SECTION 101-211

Article III, Section 101-211 "Notice of public hearing" of the Clermont City Code is hereby amended to read as follows (strikethrough indicates deleted wording and underlined indicates added):

Sec. 101-211. Notice of public hearing.

All conditional use permit requests shall be considered at public hearings, which shall be noticed as follows:

(1) The city shall send notice of the proposed conditional use permit to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearings before the planning and zoning commission and the city council, along with a clear and concise description of the proposed use. For the purposes of such notification, adjoining properties shall include those properties within ~~1~~450 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier. In addition, if any property within 450 feet of the subject property is governed by a property owners' association, such as a condominium association or homeowners' association, notice shall also be provided to such association.

(2) Notice of public hearing shall be published in a newspaper of general circulation within the city at least twice, one publication being five days prior to the planning and zoning commission meeting (first Tuesday of the month) and the second being five days prior to the city council meeting (fourth Tuesday of the month).

(3) After an application has been filed, the applicant shall post the subject property with signage as provided by or as directed by the city. The signs shall be erected on each street side of said land or where the sign or signs would be in the most conspicuous place to the passing public as determined by the administrative official or designated representative.

SECTION 3: AMENDING SECTION 101-245

Article IV, Section 101-245 "Notice of public hearing" of the Clermont City Code is hereby amended to read as follows (strikethrough indicates deleted wording and underlined indicates added):

Sec. 101-245. Notice of public hearing.

All variance requests shall be considered at public hearings, which shall be noticed as follows:

(1) The city shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the board of zoning adjustment, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within ~~1~~450 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier. In addition, if any property within 450 feet of the subject property is governed by a property owners' association, such as a condominium association or homeowners' association, notice shall also be provided to such association.

(2) Notice of public hearing shall be published in a newspaper of general circulation within the city no less than five days prior to the date set for the hearing, and the matter shall be entered on the agenda of the next regular meeting of the board of zoning adjustment if the meeting is five or more days forthcoming. The applicant shall be responsible for the cost of advertising, and it shall be paid no later than 24 hours prior to the scheduled hearing date. Failure to pay this cost will delay the hearing and the applicant may occur additional advertising costs.

(3) After an application has been filed, the applicant shall post the subject property with signage as provided by or as directed by the city. The signs shall be erected on each street side of said land or where the signs would be in the most conspicuous place to the passing public as determined by the administrative official or designated representative.

SECTION 4: AMENDING SECTION 101-281

Article V, Section 101-281 "Notice of public hearing" of the Clermont City Code is hereby amended to read as follows (strikethrough indicates deleted wording and underlined indicates added):

Sec. 101-281. Notice of public hearing.

All amendments to the comprehensive plan or the land development code shall comply with the following:

(1) Rezoning and future land use map amendments. The following requirements apply to owner-initiated amendments. They are superseded by the requirements of F.S. § 166.041(3)(c) for rezoning amendments initiated by the city, and by the requirements of F.S. § 163.3184 for future land use map amendments initiated by the city.

a. *Notice to adjoining owners*. The city shall send notice of the proposed action to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the planning and zoning commission, along with a clear and concise description of the proposed action. For the purposes of such notification, adjoining properties shall include those properties separated from the subject property by a road, canal, easement, right-of-way or similar barrier of ~~1~~450 feet or less in width. In addition, if any property within 450 feet of the subject property is governed by a property owners' association, such as a condominium association or homeowners' association, notice shall also be provided to such association.

b. *Publication of notice*. Notice of public hearing shall be published in a newspaper of general circulation within the city at least 15 days prior to the hearing, with a second publication at least five days prior to the hearing.

c. *Posting of notice on property*. After an application has been filed, the applicant shall post the subject property with signage as provided by or as directed by the city. The sign or signs shall be erected on each street side of said land or where the sign or signs would be in the most conspicuous place to the passing public as determined by the administrative official or designated representative.

(2) *Textual changes*. Notification and advertising for ordinances making textual changes to the land development code or the comprehensive plan that do not substantially change permitted use categories in zoning districts or land use map designations shall be as normally required for ordinances under the city Charter and Code of Ordinances, and state law.

SECTION 5: AMENDING SECTION 125-527

Article V, Section 125-527 "Live Local Act project review procedure" of the Clermont City Code is hereby amended to read as follows (strikethrough indicates deleted wording and underlined indicates added):

(a) *Purpose*. This section has been established to guide the implementation of Senate Bill 102 also known as the "Live Local Act." A Live Local Act project is a multi-family rental development project that meets the following requirements, as further outlined in Florida Senate Bill 102:

(1) Multifamily or mixed-use residential project in the C-1, C-2, M-1 and PUD zoning districts.

(2) At least 40 percent of the units are affordable for eligible households up to 120 percent of the area median income (AMI) for at least 30 years.

(3) If the property is developed as a mixed-use project, at least 65 percent of the square footage of the project is residential.

(b) *Neighborhood workshop*. The purpose of a neighborhood workshop is to ensure early citizen participation in an informal forum in conjunction with Live Local Act (LLA) applications, and to provide an applicant the opportunity to understand and try to mitigate any impacts an application may have on an affected community. These workshops ensure that citizens and property owners have an adequate opportunity to learn about LLA applications that may affect them and to work with the applicant to resolve any concerns at an early stage of the process. A neighborhood workshop is not intended to produce complete consensus on all LLA applications, but to encourage applicants to be good neighbors and to allow for informed decision making. If an applicant falls to hold a required neighborhood workshop, the department shall not accept that development application for review under the Live Local Act review process.

(c) *Public notice*. Public notice of a neighborhood workshop shall be provided as indicated below.

(1) *Notice to development services director*. An applicant intending to hold a neighborhood workshop shall coordinate with the development services director prior to scheduling the workshop. The developer services director, or designee, shall confirm receipt and acknowledgement of the proposed notice.

(2) *Notice required*.

a. The applicant shall provide notification of the workshop by mail to all owners of property located within ~~1~~4450 feet of the subject property. The applicant shall provide proof of mailing, as part of the LLA application, by submitting a signed and notarized affidavit, on a form acceptable to the City, attesting to the date of the mailing and the number of notices sent. In addition, a copy of the mailed noticed shall be included within the application along with a list containing the name and address of property owners to whom the mailed notices were provided. In addition, to the property owners, notices shall also be mailed to the Lake County School

Board and the Lake County Board of County Commissioners. The applicant shall mail these notices with proper postage at least 15 calendar days before the date of the workshop. In addition, if any property within 450 feet of the subject property is governed by a property owners' association, such as a condominium association or homeowners' association, notice shall also be provided to such association.

b. The applicant shall also post notice signs of the workshop at the property that is the subject of the LLA application at least 15 calendar days before the date of the workshop. The notice must include a description of the application, potential uses, and other information as required by the development services director or designee, as well as the date, time, and location of the workshop. The applicant's contact information shall also be included on the posted notice sign. The sign or signs shall be erected on each street side of said land or where the sign or signs would be in the most conspicuous place to the passing public as determined by the development services director or designee. A notarized affidavit shall be submitted certifying that the signs were posted in compliance with the standards in this section along with photographs of all the signs posted.

c. The applicant shall publish notice of the workshop in a newspaper of general circulation a minimum of 15 days before the workshop. The advertisement shall be a minimum of two columns wide and four inches long. The ad shall be titled "Public Notice," with a description of the request, a map of the property, location of workshop, date, time and applicant's contact information.

(3) *Postponed workshops*. New public notice consistent with the Section above shall be provided for any rescheduled workshop.

(d) *Workshop and public participation report*. The applicant shall as part of the LLA application hold a workshop and submit a written public participation report documenting the results of the public participation effort.

(1) *Workshop date and time*. The workshop shall start between 6:00 p.m. and 8:00 p.m. on a weekday or between 9:00 a.m. and 7:00 p.m. on a weekend. The workshop shall not be held on a holiday, holiday weekend, day before a holiday, or day before a holiday weekend. The workshop must be held in a location generally near the subject property and must be held in a facility that is ADA compliant.

(2) *Workshop elements*. At the workshop, the applicant shall present the following, as applicable:

a. A general concept plan for the use of all included lands. Such plans shall indicate the general location of residential areas (including density and unit types), open space, active or resource-based recreation areas, natural areas (including wetlands and flood plains), and non-residential areas (including maximum square footage and maximum height).

b. A plan of vehicular, bicycle, and pedestrian circulation showing the general locations and right-of- way widths of roads, sidewalks and access points to the external and internal thoroughfare network.

c. Drawings indicating the conceptual architectural theme or appearance and representative building types.

(3) *Workshop summary*. The applicant shall submit to the department, as part of the LLA application, a summary of the materials presented at the workshop, the issues raised by those in attendance, the suggestions and concerns of those in attendance, a copy of the sign-in sheet, a copy of the workshop advertisement and a copy of the mailed notices sent to property owners.

(e) *Application and review*.

(1) *Application*. Applications for development under the Live Local Act ("LLA Application") shall be made on the appropriate form provided for that purpose by the City. The LLA application shall be in addition to any other application required commensurate with the type of use and project. The LLA application shall specifically demonstrate, at a minimum, that the project qualifies as affordable housing under the act and sworn by notarized affidavit.

(2) *Review*. Upon receipt of a completed application the development services director or designee, shall forward the completed application to the site review committee, who shall submit written review report of the application. Review of the LLA application shall be in addition to any other review (site plan) associated with the development.

(f) *Compliance*.

(1) The applicant/owner of the Live Local Project shall submit a notarized affidavit to the City by December 31st of each year attesting they meet the requirements under Florida Statutes, Section 166.04151 Affordable Housing (7)(a).

SECTION 6: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7: 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 8: CODIFICATION

The text of Section 2, 3, 4, and 5 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 9: ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS

Regardless of whether such inclusion in the Code as described in Sections 2, 3, 4, and 5 is accomplished, 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 City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 10: 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, Lake County, Florida on this 11th day of August, 2026.

CITY OF CLERMONT, FLORIDA

_____
Tim Murry, Mayor

ATTEST

_____
Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY

_____
Christian W. Waugh, City Attorney

USA TODAY CO.

LocaliQ

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	Ordinance 2026-026

Date:	07/01/2026
Order Number:	12462069
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	80.0000
Height in Inches:	6.6200

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	07/27/2026 - 07/27/2026	Govt Public Notices
LEE dailycommercial.com	1	07/27/2026 - 07/27/2026	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$128.40
Tax Amount	$0.00
Service Fee 3.99%	$5.12
Cash/Check/ACH Discount	-$5.12
Payment Amount by Cash/Check/ACH	$128.40
Payment Amount by Credit Card	$133.52

Order Confirmation Amount	**$128.40**

Ad Preview

LEGAL NOTICE

On Tuesday, August 11, 2026 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Code, Chapter 101 – General Administrative Provisions and Chapter 125 – Zoning.

ORDINANCE NO. 2026-026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING ARTICLE III, SECTION 101-211, "NOTICE OF PUBLIC HEARING", ARTICLE IV, SECTION 101-245, "NOTICE OF PUBLIC HEARING", ARTICLE V, SECTION 101-281, "NOTICE OF PUBLIC HEARING", AND ARTICLE V, SECTION 125-527, "LIVE LOCAL ACT PROJECT REVIEW PROCEDURE", OF THE CHARTER LAWS OF THE CITY OF CLERMONT, PROVIDING THAT NOTICE OF PUBLIC HEARINGS FOR CONDITIONAL USE PERMITS, VARIANCES, REZONINGS, FUTURE LAND USE MAP AMENDMENTS, AND LIVE LOCAL ACT APPLICATIONS SHALL BE PROVIDED TO PROPERTY OWNERS WITHIN FOUR HUNDRED FIFTY (450) FEET OF THE SUBJECT PROPERTY; PROVIDING THAT, WHERE ANY PROPERTY WITHIN FOUR HUNDRED FIFTY (450) FEET IS GOVERNED BY A PROPERTY OWNERS' ASSOCIATION, SUCH AS A CONDOMINIUM ASSOCIATION OR HOMEOWNERS' ASSOCIATION, NOTICE SHALL ALSO BE PROVIDED TO SUCH ASSOCIATION; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERROR, PUBLICATION AND EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.
This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.
All interested parties will be given an opportunity to express their views on this matter.
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352)241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial - July 27, 2026
12462069