



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

6:30 PM, Tuesday, September 24, 2024

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

Fire Prevention Week

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.

Item No. 1 - Meeting Minutes

Consider approval of the September 10, 2024, Council meeting minutes and September 12, 2024, First Budget Public Hearing minutes.

Item No. 2 - Employee Benefit Renewal and Changes effective January 1, 2025

Consider approval of the employee group medical, dental, vision plan, life and disability renewal and enhancements.

Item No. 3 - Dispatch Agreement Renewal

Consider the Law Enforcement Dispatch Services Agreement for 2024 to 2025 in the budgeted amount of \$549,744.

Item No. 4 - Valencia College Facility Sublicense Agreement Renewal

Consider the Valencia College Facility Sublicense Agreement for 2025 to provide for Fire Department facility training in the budgeted amount of \$10,200.

Item No. 5 - Resolution No. 2024-035R
Parks & Recreation and Utility Billing Fees

Consider amendments to the fee schedule.

Item No. 6 - Flodash Event and Road Closure Request

Consider event and road closure request for "Freedom 5k" on July 4, 2025.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, September 24, 2024**

UNFINISHED BUSINESS

Item No. 7 - Lien Reduction
1800 South US Hwy 27

Consider lien reduction on a
commercially zoned (C-2) parcel.

NEW BUSINESS

Item No. 8 - Variance Request
4469 Lions Gate Avenue

Consider a request to allow for a
constructed walkway to encroach into a
side yard setback on property.

Item No. 9 - Ordinance No. 2024-040 Intro
Firefighters Retirement Pension Plan

Consider approval of Clermont
Firefighters' Pension Trust Fund Code
Amendment.

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.

PROCLAMATION

Whereas, the City of Clermont is committed to ensuring the safety and security of all those living in and visiting our city; and

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, home fires killed more than 2,700 people in the United States in 2022, according to the NFPA, fire departments in the United States responded to 360,000 home fires; and

Whereas, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

Whereas, Clermont residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

Whereas, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas, the 2024 Fire Prevention Week™ theme, “Smoke Alarms: Make them work for you.” Serves to remind us of the importance of having working smoke alarms in the home.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the week of October 6-12, Two Thousand and Twenty Four as:

Fire Prevention Week

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 24th Day of September in the year Two Thousand and Twenty Four.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, September 10, 2024 at 6:30pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Howard, Myers and Pines.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplain James Pagan gave the invocation, followed by the Pledge of Allegiance.

PROCLAMATIONS

Mayor Murry presented a proclamation for Childhood Cancer Awareness Month to Jessica Messer.

PUBLIC COMMENTS

Samii Yakovetik, 4480 Powder Horn Drive – spoke regarding the region around Flat Lake and the county wanting to place a road through it. She requested Council consider allowing two chickens per residence in the city.

Joe Fumasi, 2693 Jumping Jack Way – spoke about the MSTU for Ridgeview in Wellness Way and requested Council to abolish the Ordinance that allows this.

City Manager Bulthuis explained that there was an agreement with Lake County that when Wellness Way was developed there would be an MSTU to fund that area. All developers in Wellness Way were aware and agreed to the MSTU.

AGENDA CHANGES

City Manager Bulthuis informed the Council of the following agenda changes:

City Manager Bulthuis informed the Council this is a request to table the following four items to October 8, 2024.

Deputy City Clerk Wisniewski read the titles aloud of Ordinance No. 2024-034, Ordinance No. 2024-035 and Ordinance No. 2024-036 and Resolution No. 2024-025R.

Item No. 7 – Ordinance No. 2024-034, *Hooks Street Self-Storage Phase 2 Annexation Final*

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Council Member Pines moved to table item 7, Ordinance No. 2024-034, Hooks Street Self-Storage Phase 2 Annexation Final to October 8, 2024; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

Item No. 8 – Ordinance No. 2024-035, *Hooks Street Self-Storage Phase 2 SSCPA Final*

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Council Member Pines moved to table item 8, Ordinance No. 2024-035, Hooks Street Self-Storage Phase 2 SSCPA Final to October 8, 2024; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 9 – Ordinance No. 2024-036, *Hooks Street Self-Storage Phase 2 Rezoning Final*

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Council Member Pines moved to table item 9, Ordinance No. 2024-036, Hooks Street Self-Storage Phase 2 Rezoning Final to October 8, 2024; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No 10 – Resolution No. 2024-025R, *Hooks Street Self-Storage Phase 2 CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A SELF-STORAGE FACILITY OCCUPYING MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Council Member Pines moved to table item 10, Resolution No. 2024-025R, Hooks Street Self-Storage Phase 2 CUP to October 8, 2024; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

Item No. 12 – Lien Reduction, 1800 South US Hwy 27

City Manager Bulthuis informed the Council this is a request to table the item to October 22, 2024.

Council Member Pines moved to table item 12, Lien Reduction, 1800 South US Hwy 27 to September 24, 2024; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Addressed the road connection through the Flat Lake region. The road is on a concept plan with Lake County for the future, there are no funds currently to develop the road.
- The 9/11 ceremony will take place tomorrow at 10 am at the Arts and Recreation Center.
- The first public budget hearing will be Thursday, September 12 at 6:30 pm.
- There will be a council workshop regarding parking plan on Minneola on Tuesday, September 17.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

Mayor Murry commended City Attorney Mantzaris for winning Lawyer of the Year.

CITY COUNCIL REPORT

Council Member Myers –

- Received letters from residents pleased with the road paving that took place.

Council Member Pines – No report.

Council Member Howard – No report.

Council Member Gonzalez –

- Thanked the Fire Department for assisting Groveland with the fire at Southern Hill Farms.

Mayor Murry –

- Addressed allowing chickens in the City.

City Manager Bulthuis stated that staff has drafted an Ordinance and asked Council if they would like staff to move forward with bringing that to Council or discuss further at a workshop.

The consensus was to add the discussion to the October workshop. Staff will provide Council with the draft Ordinance prior to the workshop.

City Manager Bulthuis explained that any Home Owners Association rules would prevail over city ordinance.

- Thanked those who attended the Mayor's lunch.
- Invited the Public Information Officer to speak about Citizens Academy

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

Public Information Officer Windham stated that the fall Citizens Academy starts October 2 and runs for seven consecutive weeks. The Citizens Academy gives residents a closer look into each department of the city.

- Will be attending the 9/11 ceremony.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the August 21, 2024 Council Workshop and the August 27, 2024 Council Meeting Minutes.

Item No. 2 – Plat Approval

Consider approving the Parkside Trails Phase 1 Plat for 251 lots.

Item No. 3 – Bid Award & Budget Amendment
Fire Prevention Facility

Consider awarding bid to The Kinsmen Construction Company, Inc. to provide interior/exterior renovations to 650 W. Montrose property, paid from the Fire Impact Fees Fund, in the amount of \$395,556.

Item No. 4 – Contract Amendment
WWTP Construction Services

Consider the wastewater reclamation facility expansion professional engineering services, second contract amendment with Tetra Tech, Inc. in the FY 2025 budgeted amount of \$557,021.

**Item No. 5 – Collective Bargaining Agreements
With the International Association of Firefighters,
AFL-CIO – Clermont Professional Firefighters
Local 4350.**

Consider approval of agreements with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350 for the period October 1, 2024–September 30, 2027.

Item No. 6 – Piggyback Purchase Approval
Fire Truck

Consider approval to purchase from Sourcewell, a nationwide cooperative contract, number 113021 with Ten-8 Fire & Safety, LLC. to purchase an aerial tower in the amount of \$1,916,876.

Council Member Howard pulled Consent Agenda Item No. 2 and Item No. 5 for further discussion.

Charlene Forth pulled Consent Agenda Item No. 5 and Item No. 6 for further discussion.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

Council Member Gonzalez moved to approve Consent Agenda Items 1, 3 and 4 as presented; seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 2 – Plat Approval

Council Member Howard inquired if there had been water solution for the irrigation on the property found.

City Manager Bulthuis stated that there is an agreement for an irrigation well.

Council Member Howard is opposed to the development.

Council Member Pines moved to approve Consent Agenda Item 2 as presented; seconded by Council Member Myers. Passed 4-1 with Council Member Howard opposing.

Item No. 5 – Collective Bargaining Agreements With the International Association of Firefighters AFL-CIO – Clermont Professional Firefighters Local 4350.

Council Member Howard stated that he was not in favor of the contract. He explained that the DROP program will create compression and not used as a bargaining tool. The increase in salary is beyond what other City employees will be getting next fiscal year.

Charlene Forth, 939 W. Desoto Street – Expressed her opposition to the agreement and stated that the employees in Public Services needed to be at the top of the list.

Alison Strange, 1120 W. Lakeshore Drive – Supported the agreement, which will bring the pay for firefighters to a comparable level of the surrounding cities.

Bryan Bain, 245 Nautica Mile Drive – The pay within the agreement is in line with the competition. Approving this allows the city to maintain the ISO rating which affects homeowner's insurance rates.

Bryan Bull, President of the Clermont Professional Firefighters Association – The pay increase keeps the City competitive with the surrounding cities.

City Manager Bulthuis explained that the Fire Department is 30 percent of the City's overall budget. Clermont is one of the only cities that fund our Fire Department strictly from General Fund. Other Cities along with the County have fire assessment fees that offset the cost.

Mayor Murry stated that he is in support of the agreement.

Council Member Pines moved to approve Consent Agenda Item 5 as presented; seconded by Council Member Gonzalez. Passed 4-1 with Council Member Howard opposing.

Item No. 6 – Piggyback Purchase Approval, *Fire Truck*

Charlene Forth, 939 W. Desoto Street – Expressed concern with placing an item with a cost of \$2 million on the consent agenda.

Samii Yakovetik, 4480 Powder Horn Place – expressed concern with the cost of the fire truck.

Brian Bain, 245 Nautica Mile Drive – purchasing the fire truck at the time will save the city \$300,000.00. This is planning, which is important.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

City Manager Bulthuis stated that Council has been working on getting equipment to the standard it should be.

Fire Chief Ezell has a replacement schedule for all equipment, including fire trucks.

City Manager Bulthuis explained that equipment would need to be ordered in two years for Fire Station No. 5.

Council Member Pines moved to approve Consent Agenda Item 6 as presented; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 7, 8, 9 and 10 - These items were addressed earlier in the meeting and tabled to October 8, 2024.

NEW BUSINESS

Item No. 11 – Variance Request, 1149 W. Montrose Street

Development Services Planner Kruse presented the variance request. The applicant, The Ford Design Group, is requesting a variance to the Land Development Code, Section 125- 520 Special Setbacks in order to place a detached garage behind an existing home 5 feet from the rear property line. The Land Development Code requires any detached garage to be located behind the front yard building setback line, and must be able to meet the primary structure setbacks. The R-3 Residential Professional District requires a 25-foot rear yard setback. The pre-fabricated metal garage is 23-foot long and 26 feet wide for a total of 598 square footage.

The applicant indicates that a deposit was made on the structure to the building supplier. Also, the homeowner is requesting the 5-foot rear yard setback to allow the parking of a large RV and truck, which requires extra space for turning around safely in the backyard. The proximity of the garage structure may be considered as intrusive to the adjacent property owners.

Section 101-246 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. City staff has reviewed the application as presented and finds the application does not meet the criteria for a positive finding on all five of the review criteria. Therefore, staff recommends denial of the variance request to the Land Development Code.

Sean Ford, The Ford Design Group along with the property owner, Nathaniel Kinsy, were present. Mr. Ford stated that the 25-foot setback is excessive for this property. The need to place the garage in the setback is so the owner can pull in and out without any impact to the residence.

Mr. Kinsy explained that he is requesting the variance to replace the two older sheds placed on the property. The garage would hold a vehicle along with lawn equipment.

Mayor Murry opened the public hearing.

Glenda Jackson, 1025 W. Montrose - spoke in support of the variance request.

Larry Jackson, 1025 W. Montrose – spoke in support of the variance request.

Rosetta Cheese, 1169 W. Montrose – no issues with the request.

Mayor Murry closed the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

Council Member Howard explained that this structure could fit on the property within the setback. He is not in support of the variance request.

Discussion ensued on the size and placement of the garage. Council Members asked the applicant if they were willing to relocate the structure closer to the 25-foot setback.

Mr. Kinsy explained that he did not feel he could maneuver a vehicle in and out safely if the structure moved within the 25-foot setback.

Mayor Murry suggested the item table and the applicant work with staff to come to a solution of having the structure within the setback or closer to the setback.

Council Member Gonzalez moved to table Item No. 11 – Variance Request, 1149 W. Montrose Street to October 8, 2024; seconded by Council Member Howard. Passed unanimously 5-0 with all members present voicing aye.

Item No. 12 – Lien Reduction, 1800 South US Hwy 27

This item was addressed earlier in the meeting and tabled to September 24, 2024.

Item No. 13 – Utility Service Agreement, GK Rogers Commercial

Development Services Planner Kruse presented the utility service agreement. The applicant, Jimmy Crawford, Esq., is requesting water and sewer utility services for a commercial project located at the north end of Autoplex Lane behind the Tesla Dealership within Lake County. The applicant is currently going through the rezoning process in Lake County and has requested utility service. The property, 17 acres, is located in the City's Interlocal Service Boundary Agreement and Joint Planning Agreement with Lake County. The applicant is requesting up to 5,000 gallons per day of water and sewer capacity for commercial use. The commercial user has not been identified. Therefore, no specific site plan is available. The estimated water and sewer use has been based upon possible end users of the site. Since there is no specific site plan and end user identified, staff recommends denial of the utility agreement.

The applicant's representative, Jimmy Crawford, was present. Mr. Crawford explained that they applied for a utility availability letter and not a utility service agreement. In order to move forward with the County to change the zoning of the property they have to provide a utility availability letter from the City. Staff has recently made a change and is no longer issuing the letters and having applicants apply for the agreement. His client could build without utility services from the City, it is a possibility the property will annex into the City, and an agreement would not be needed. City staff is requesting the end user of the property and the applicant is not in a position to disclose that to the public at this point in the process. He asked for a letter to show the County to move the process along.

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

Council discussed this property being contiguous to city limits and the reason for the applicant to work with the County and not annex into the City.

Mr. Crawford explained that the City requires more details than the County. He did state that the project would meet City standards.

City Attorney Mantzaris told Council that utility availability letters have previously been used against cities regarding capacity.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

Discussion ensued regarding providing a utility availability letter versus having a utility service agreement. There could be a stipulation of annexing the property into the city within a year of approval.

Council Member Howard moved to approve Item No. 13 – Utility Service Agreement, GK Rogers Commercial; seconded by Council Member Gonzalez.

City Manager Bulthuis informed Council that if the applicant applies for annexation and the Council does not approve of the project the property owner fulfilled their obligation to the agreement by applying.

City Attorney Mantzaris suggested if Council would like to provide the utility availability letter to deny the motion and staff will work with the applicant on providing the letter.

Denied unanimously 0-5 with all members present voicing nay.

Item No. 14- Ordinance No. 2024-038, *Family Christian Center of Clermont Intro*

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-038, Family Christian Center of Clermont; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 10, 2024

ADJOURN: With no further comments, this meeting adjourned at 8:54 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 12, 2024

CALL TO ORDER

The City Council met in a Special Meeting on Thursday, September 12, 2024 at City Hall. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Gonzalez, Howard, Myers, and Pines.

Other City officials present were City Manager Bulthuis, and City Clerk Howe.

The agenda items will be discussed concurrently and voted on separately.

Item No. 1 – Resolution No. 2024-031R – *Tentative FY 2024/2025 Ad Valorem Millage Rate*

A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2024-2025; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR AN EFFECTIVE DATE.

Item No. 2 – Resolution No. 2024-032R – *Tentative FY 2024/2025 Budget*

A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Howe read into the record Resolution No. 2023-031R in its entirety and Resolution No. 2023-032R by title only.

City Manager Bulthuis presented a PowerPoint presentation. He reviewed the budget process and spoke about the estimated General Fund Property Tax revenues. The City of Clermont has one of the lowest millage rates in Lake County. The city does not have a Fire fee, which most other cities along with the County has. He reviewed the impact of different millage rates on residential and commercial properties within the city.

City Manager Bulthuis informed Council that Clermont was no longer the fastest growing City in Lake County. The City has been growing by 3 percent a year since 2021. He reviewed the recommended millage rate of 5.06 mills and a budget, which would have revenues over expenditures by approximately \$57,000.00

The Final Budget Public Hearing and adoption will be on September 24 at 6:30pm.

Mayor Murry opened the public hearing.

Bryan Bain, 245 Nautica Mile Drive – spoke in support of the proposed budget.

Charles Wilson, 377 W. Osceola Street – spoke in support of the proposed budget.

Thomas Day, Public Services employee – spoke in support of the proposed budget.

Matthew Mendez, 15728 Hidden Lake Circle - spoke in support of the proposed budget.

Dani Page, Tuscany Ridge – spoke in opposition of the proposed budget.

Alison Strange, 1120 W. Lakeshore Drive – spoke in opposition of the proposed budget.

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 12, 2024

Jimmy Conard, Public Services employee – spoke in support of the proposed budget.

Mayor Murry closed the public hearing.

Council Member Pines spoke in support of maintaining the current millage rate of 5.06. She explained the state that the City was in when she first came into office, Public Works was very short staffed and she promised to have appropriate pay scales. City staff worked on compression issues within the departments and looking at future needs. The City is now forward thinking and has Capital projects moving forward, which the City did not in the past.

Council Member Myers said that voters are upset about the property increase and want it lowered. She stated that she would like to see the millage rate lowered.

Council Member Gonzalez spoke in support of the proposed budget. He would like to see the City move forward, not backwards.

Council Member Howard stated that water rates and ad valorem have raised 40 percent since the taxes were raised in 2022. The rollback rate would only be a 2 percent reduction in the overall budget. He stated he is in favor of going to the rollback rate of 4.6236.

Mayor Murry supports the 5.06 millage rate. He spoke about the previous vacancies due to pay. Raising the millage rate in 2022 alleviated the vacancies and the City has retained employees since that time. Raising the millage rate in 2022 allowed for repairs to buildings and the purchase of a generator for the Fire Station.

Mayor Murry asked Council what they would like the millage rate to be and what in the budget they would like to cut if they lower the millage rate.

Council Member Myers stated to roll it back to what it was prior to raising the millage rate in 2022.

Deputy City Manager Davidoff stated that if they went to a millage rate of 4.6236 it would create a \$2,293,267.00 reduction from the current recommended budget.

Council Member Howard informed Council that he spoke about ways to increase revenue, and cuts to the budget to lower the millage rate.

City Manager Bulthuis stated that a reduction of \$2 million would mean cutting new personnel in all departments, as there is an ongoing cost with employees. Capital projects and equipment would be looked at to see what could be reduced. Purchasing a new Fire Truck would not be in the budget.

Council Member Pines spoke about future projects that residents have asked for, such as parking on Minneola. These future projects will not move forward with a reduced budget.

City Manager Bulthuis stated that the Community Reevaluation Agency would fund the engineering. General Fund would fund the project.

Council Member Pines stated that she is not in favor of placing parking spots on Minneola Avenue.

City Manager Bulthuis informed Council that the Police Department contract has not yet been negotiated, that may come to more than what was originally budgeted for next fiscal year.

Council Member Gonzalez asked City Manager Bulthuis to provide Council with different millage rates and show what the budget would be compared to what was recommended.

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 12, 2024

City Manager Bulthuis reviewed the millage rates along with the reduction they would be from the recommended budget.

5.06 millage rate, \$57,333.00 revenues over expenditures.

4.6235 millage rate, \$2,293,257.00 deficit to the budget.

5.0 millage rate, \$265,000.00 deficit to the budget.

4.8867 millage rate, \$876,000.00 deficit to the budget.

Council Member Myers asked what the deficit would be with a millage rate of 4.95.

4.95 millage rate, \$535,180.00 deficit to the budget.

City Manager Bulthuis explained that a millage rate of 4.8867 requires three votes, anything above that requires four votes to pass. He reminded Council that the millage rate that is approved tonight is tentative; the final millage rate will be approved at the final budget hearing.

City Manager Bulthuis stated that with the millage rate that is tentatively approved, he would return to Council with a recommended budget.

Council Member Gonzalez moved to approve a millage rate of 4.8867; seconded by Council Member Myers.

Council Member Pines stated that she is not in favor using reserves to make the difference in the loss of funds at this millage rate.

City Manager Bulthuis said he would recommend cuts to the budget and present to Council.

Motion failed 2-3 with Council Member Howard, Council Member Pines and Mayor Murry opposing.

Council Member Pines moved to approve a millage rate of 5.0 with a deficit of \$265,000.00; seconded by Council Member Gonzalez. Motion failed 3-2 with Council Member Howard and Council Member Myers opposing.

Council Member Pines moved to approve a millage rate of 4.95 with a deficit of \$535,180.00; seconded by Council Member Myers. Motion passed 4-1 with Council Member Howard opposing.

Council Member Gonzalez moved to approve Resolution No. 2024-032R, Tentative FY 2024/2025 Budget; seconded by Council Member Pines. Motion passed 3-2 with Council Member Howard and Council Member Myers opposing.

CLOSING COMMENTS

Mayor Murry stated that he has been receiving complaints from residents regarding renting the meeting rooms at the Library.

City Manager Bulthuis said he has a meeting with the County Manager and he will speak to her regarding the matter.

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 12, 2024

ADJOURN: With no further comments, this meeting adjourned at 8:23pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 3

Meeting Date	
Tuesday, September 24, 2024	
Agenda Item Name	
Employee Benefit Renewal and Changes effective January 1, 2025	
Requested Action	
Consider approval of the employee group medical, dental, vision plan, life and disability renewal and enhancements effective January 1, 2025.	
Staff Report	
The Employee Group Medical Plan, established in 1990, is self-funded. The plan provides health, dental and prescription drug coverage for employees, retirees and eligible dependents. The Employee Insurance Team, made up of employees representing all City departments, along with city staff and Hylant (Benefits Consultant) has met multiple times in 2024 to discuss the plan, including the renewal and changes to the plan. The following proposed changes are recommended, which include the necessary funding to maintain a targeted ending cash reserve. The changes would take effect January 1, 2025. • Per the attached rate sheet, increase employee contributions for the medical and dental plans by 2% per pay check. Retiree contributions are based on the total contribution (employee plus City) and will be adjusted in accordance with the City's Resolution 2013-06 regarding the City's contribution toward retiree health and dental coverage. • Maintain the same plan design as current (e.g., Deductible for Open Access Plan (OAP) is \$1,500/\$3,000 and High Deductible Plan (HDP) is \$3,250/\$6,500; Out of Pocket Maximums for OAP is \$6,000/\$12,000 and for HDP is \$7,000/\$14,000). • Reduce Urgent Care copay from \$75 to \$35 on both plans. • Continue the current voluntary employee wellness program incentive of up to \$150 per year for covered employees and spouses on the city's health plan. • Maintain the employee and dependent tobacco user surcharges at 15% of the total unit cost. The tobacco user surcharge has been in place since 2009. As always, the City makes available reasonable alternative standards for the employee/dependent to qualify for the non-tobacco user rates by participating in a tobacco cessation program and submitting a certificate of completion. • Continue the self-funded plan stop loss insurance – Increase the individual deductible for large claims to \$200,000, currently it is at \$181,500. This change is based on the benefits consultant's recommendation, the size of our group, and projected large claim experience. By increasing the individual deductible, it would result in a 12% reduction of the reinsurance renewal premium (approximately \$111,808 in fixed cost savings). • Increase the Annual FSA IRS Max to \$3,200, with a carryover of \$640, as per the 2025 IRS FSA guidelines. • Implement the Dependent Care FSA with the IRS Max of \$5,000, as per the 2025 IRS DCFSA guidelines. • Employee Assistance Program – Renew the current Employee Assistance Program at the negotiated rate of \$2.14 PEPM (increase of \$0.15 Per Employee Per Month) as well as a 3-year rate guarantee. • Vision Plan – Staff and Insurance Team recommend renewing with Humana, with a 4% rate reduction including enhanced benefits and a 3-year rate guarantee. The enhancements to the plan include an allowance increase to \$150 for frame & contact lenses, reduction of the lens copay to \$10, and increase of Out of Network reimbursements for frames and contacts. The city provides a 100% employee-paid group vision insurance plan for employees to purchase on a voluntary basis. The current insurer, Humana, called for a renewal as the rate guarantee had expired. The city's Benefits Consultant, Hylant, shopped for this coverage, received proposals on the city's behalf, and presented a summary with comparison of the top 2	

responses to the City Staff and insurance team.

- Life Insurance – The city pays for life and accidental death and dismemberment insurance coverage for all employees at 1½ times their annual salary. The current insurer, New York Life, called for a renewal as the rate guarantee had expired. The city's Benefits Consultant, Hylant, shopped for this coverage, received proposals on the city's behalf, and presented a summary with comparison of the top 3 responses to the City Staff and insurance team. The staff and Insurance Team recommend renewing New York Life, with a 26% rate reduction for the city and a 2-year rate guarantee. The estimated annual cost to the city for this coverage based on current enrollment is \$45,438.87. This is within what was budgeted. The city also provides a 100% employee-paid voluntary life insurance program for employee, spouse, and dependent coverage, which New York Life also held flat for most age bands and staff and the insurance team is recommending renewal.
- Short Term and Long Term Disability – The City provides 100% employee-paid group short-term and long-term disability insurance plans for employees to purchase on a voluntary basis. While the in-force coverage with New York Life was under rate guarantee through 1/1/26, this coverage was marketed alongside Life Insurance to ensure receipt of the most competitive bundled proposals. Of 7 carriers solicited for proposals, 3 competitive proposals were provided. This effort resulted in New York Life reducing the rates by 10% on all age bands for both STD and LTD, and extending a 2-year rate guarantee, with no impact on coverage levels. The staff and insurance team recommend New York Life to continue as the carrier for both Short-Term and Long-Term Disability plans.
- While the current Long Term Disability coverage is 100% employee-paid (currently only 40% of benefit-eligible employees purchase this coverage), staff is recommending the city implement Employer-paid Long Term Disability (LTD) coverage through New York Life. The monthly premium for an employer-paid LTD is \$5,436, with a rate guarantee for 1 year and a 90-day elimination period. These funds are budgeted in the insurance fund. Moving LTD to employer-paid is a benefit that offers income protection for all benefit-eligible employees and would be an enhancement to the city's benefits package for recruitment and retention.
- Add City-paid COBRA Subsidy - Staff recommends the addition of a 12-month city-paid COBRA premium subsidy in the event an employee has an in-line-of-duty death. The following language is recommended to be added to the Employment Policies Manual Effective March 23, 2021: Chapter 6 – Personnel Management - 6.10 Termination of Employment – E. Death:
 - *In the event that an employee's death occurs on the job, in the line of duty, and is accepted as such by the city's workers' compensation provider, the city will fund for up to twelve (12) months all medical plan COBRA premiums (including the 2% administration fee) for employee's dependents who were enrolled in the city's medical plan at the time of death. Upon the expiration of the city's twelve (12) month subsidy, covered dependents would be entitled to continue their COBRA coverage in accordance with the COBRA regulations.*
- Per state law, the city's Self Insurance Fund is to be funded at 33% of projected annual claims. The staff has a goal of keeping it funded at the 40-50% of projected annual claims. Currently, the fund is operating at approximately 69% of projected annual claims. With all of the above noted changes, if claims run as projected, the fund's reserves at December 31, 2025, are projected to meet and/or exceed the target of 33% of projected annual claims and stay above this city's goal of 50%.

Additional Analysis

Fiscal Impact Summary

The estimated total cost of the plan, including state-required reserves, is \$7,762,677, with employee contributions being \$1,207,203. These costs are within the FY25 budget.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | 2024 - 9 24 - Revenues and Expenditures | 2024 - 9 24 - Revenues and Expenditures.pdf |
| 2. | Annual Rates 2025 | Annual Rates 2025.pdf |

3.	2024 - 9 24 - EAP Renewal	2024 - 9 24 - EAP Renewal.pdf
4.	2024 - 9 24 - Life Insurance Benefit Comparison	2024 - 9 24 - Life Insurance Benefit Comparison.pdf
5.	2024 - 9 24 - Short Term Disability	2024 - 9 24 - Short Term Disability.pdf
6.	2024 - 9 24 - Vision Benefit Comparison	2024 - 9 24 - Vision Benefit Comparison.pdf
7.	2024 - 9 24 - ER-Paid LTD 2025 NET	2024 - 9 24 - ER-Paid LTD 2025 NET.pdf

**City of Clermont
Group Medical Self Insurance Fund
Revenues and Expenditures**

9/13/2024

	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Projected</u>	<u>Budget</u>
Beginning Cash	\$1,926,637	\$1,212,429	\$741,920	\$1,595,142	\$3,269,795	\$4,313,783
Revenues						
City Premiums	\$3,956,448	\$4,391,315	\$5,290,381	\$6,742,660	\$6,335,000	\$6,009,890
Employee Premiums	\$788,341	\$891,391	\$997,881	\$1,171,909	\$1,200,000	\$1,207,203
Retiree/Cobra Premiums	\$163,872	\$148,775	\$116,386	\$98,000	\$140,000	\$140,000
Reimb - Reinsurance	\$0	\$0	\$0	\$0	\$0	\$0
Reimb - CIGNA Wellness	\$32,927	\$32,159	\$31,912	\$33,254	\$34,000	\$34,000
Reimb - Other	\$34,162	\$99,075	\$165,036	\$190,794	\$200,000	\$300,000
Reimb - ARPA	\$0	\$180,539	\$0	\$0	\$0	\$0
Interest Earnings	\$12,686	(\$141)	\$3,328	\$0	\$100,000	\$100,000
Transfer from City	\$0	\$0	\$228,588	\$0	\$0	\$0
Total Revenues	\$4,988,436	\$5,743,113	\$6,833,512	\$8,236,617	\$8,009,000	\$7,791,093
Expenditures						
Claims	\$4,658,251	\$5,040,485	\$4,799,358	\$5,302,951	\$5,732,038	\$6,284,607
Wellness Programs	\$1,360	\$12,150	\$15,500	\$18,145	\$21,000	\$50,000
LTD Program	\$0	\$0	\$0	\$0	\$0	\$78,000
Admin Fees	\$307,136	\$344,628	\$270,250	\$313,141	\$220,000	\$275,269
Reinsurance	\$735,897	\$816,358	\$895,183	\$927,728	\$991,974	\$1,074,801
Reimburse Loan from City	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$5,702,645	\$6,213,621	\$5,980,290	\$6,561,965	\$6,965,012	\$7,762,677
Ending Cash	\$1,212,429	\$741,920	\$1,595,142	\$3,269,795	\$4,313,783	\$4,342,199
Ending Cash % of Claims	26.03%	14.72%	33.24%	61.66%	75.26%	69.09%

City of Clermont
Group Medical Insurance Rates
January 1, 2025

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$ 689.68	\$ 13.82	\$ 703.50
-EE Share	Bi-Weekly	\$ 41.92	\$ 7.13	\$ 49.05
Total	Annual	\$ 19,021.60	\$ 544.70	\$ 19,566.30
-EE Tobacco Surcharge	Bi-Weekly	\$ 109.74	\$ -	\$ 109.74
-Tobacco Schg %				
-Wellness Schg %				
- Total Schg %				
Spouse				
-City Share	Bi-Weekly	\$ 161.29	\$ -	\$ 161.29
-EE Share	Bi-Weekly	\$ 196.10	\$ 12.36	\$ 208.46
Total	Annual	\$ 9,292.14	\$ 321.36	\$ 9,613.50
-EE Tobacco Surcharge	Bi-Weekly	\$ 53.61	\$ -	\$ 53.61
-Tobacco Schg %				
-Wellness Schg %				
- Total Schg %				
Children				
-City Share	Bi-Weekly	\$ 140.91	\$ -	\$ 140.91
-EE Share	Bi-Weekly	\$ 180.56	\$ 10.95	\$ 191.51
Total	Annual	\$ 8,358.22	\$ 284.70	\$ 8,642.92
-EE Tobacco Surcharge	Bi-Weekly	\$ 48.22	\$ -	\$ 48.22
-Tobacco Schg %				
-Wellness Schg %				
- Total Schg %				
Family				
-City Share	Bi-Weekly	\$ 254.02	\$ -	\$ 254.02
-EE Share	Bi-Weekly	\$ 280.35	\$ 24.88	\$ 305.23
Total	Annual	\$ 13,893.62	\$ 646.88	\$ 14,540.50
-EE Tobacco Surcharge	Bi-Weekly	\$ 80.16	\$ -	\$ 80.16
-Tobacco Schg %				
-EE Share - Well Schg %				
- Tobacco/Well Schg %				

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$ 919.38	\$ 23.15	\$ 942.53
-Retiree Share	Monthly	\$ 665.76	\$ 22.24	\$ 688.00
Total	Annual	\$ 19,021.60	\$ 544.70	\$ 19,566.30
Spouse				
-City Share	Monthly	\$ 201.33	\$ -	\$ 201.33
-Retiree Share	Monthly	\$ 573.02	\$ 26.78	\$ 599.80
Total	Annual	\$ 9,292.14	\$ 321.36	\$ 9,613.50
Children				
-City Share	Monthly	\$ 208.96	\$ -	\$ 208.96
-Retiree Share	Monthly	\$ 487.56	\$ 23.73	\$ 511.29
Total	Annual	\$ 8,358.22	\$ 284.70	\$ 8,642.92
Family				
-City Share	Monthly	\$ 382.07	\$ -	\$ 382.07
-Retiree Share	Monthly	\$ 775.73	\$ 53.91	\$ 829.63
Total	Annual	\$ 13,893.62	\$ 646.88	\$ 14,540.50
Base Plan - Retirees - Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$ 560.82	\$ 23.15	\$ 583.97
-Retiree Share	Monthly	\$ 406.11	\$ 22.24	\$ 428.35
Total	Annual	\$ 11,603.18	\$ 544.70	\$ 12,147.88
-Total % of Non-Med Eligible				
Spouse				
-City Share	Monthly	\$ 122.81	\$ -	\$ 122.81
-Retiree Share	Monthly	\$ 349.54	\$ 26.78	\$ 376.32
Total	Annual	\$ 5,668.21	\$ 321.36	\$ 5,989.57
-Total % of Non-Med Eligible				

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$ 792.57	\$ -	\$ 792.57
-Retiree Share	Monthly	\$ 792.57	\$ 45.39	\$ 837.96
Total	Annual	\$ 19,021.60	\$ 544.70	\$ 19,566.30
Spouse				
-City Share	Monthly	\$ 193.59	\$ -	\$ 193.59
-Retiree Share	Monthly	\$ 580.76	\$ 26.78	\$ 607.54
Total	Annual	\$ 9,292.14	\$ 321.36	\$ 9,613.50
Children				
-City Share	Monthly	\$ 174.13	\$ -	\$ 174.13
-Retiree Share	Monthly	\$ 522.39	\$ 23.73	\$ 546.11
Total	Annual	\$ 8,358.22	\$ 284.70	\$ 8,642.92
Family				
-City Share	Monthly	\$ 289.45	\$ -	\$ 289.45
-Retiree Share	Monthly	\$ 868.35	\$ 53.91	\$ 922.26
Total	Annual	\$ 13,893.62	\$ 646.88	\$ 14,540.50
Base Plan - Retirees - Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$ 483.47	\$ -	\$ 483.47
-Retiree Share	Monthly	\$ 483.47	\$ 45.39	\$ 528.86
Total	Annual	\$ 11,603.18	\$ 544.70	\$ 12,147.88
Spouse				
-City Share	Monthly	\$ 118.09	\$ -	\$ 118.09
-Retiree Share	Monthly	\$ 354.26	\$ 26.78	\$ 381.04
Total	Annual	\$ 5,668.21	\$ 321.36	\$ 5,989.57

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$ 475.54	\$ -	\$ 475.54
-Retiree Share	Monthly	\$ 1,109.59	\$ 45.39	\$ 1,154.99
Total	Annual	\$ 19,021.60	\$ 544.70	\$ 19,566.30
Spouse				
-City Share	Monthly	\$ 116.15	\$ -	\$ 116.15
-Retiree Share	Monthly	\$ 658.19	\$ 26.78	\$ 684.97
Total	Annual	\$ 9,292.14	\$ 321.36	\$ 9,613.50
Children				
-City Share	Monthly	\$ 104.48	\$ -	\$ 104.48
-Retiree Share	Monthly	\$ 592.04	\$ 23.73	\$ 615.77
Total	Annual	\$ 8,358.22	\$ 284.70	\$ 8,642.92
Family				
-City Share	Monthly	\$ 173.67	\$ -	\$ 173.67
-Retiree Share	Monthly	\$ 984.13	\$ 53.91	\$ 1,038.04
Total	Annual	\$ 13,893.62	\$ 646.88	\$ 14,540.50
Base Plan - Retirees - Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$ 290.08	\$ -	\$ 290.08
-Retiree Share	Monthly	\$ 676.85	\$ 45.39	\$ 722.24
Total	Annual	\$ 11,603.18	\$ 544.70	\$ 12,147.88
Spouse				
-City Share	Monthly	\$ 70.85	\$ -	\$ 70.85
-Retiree Share	Monthly	\$ 401.50	\$ 26.78	\$ 428.28
Total	Annual	\$ 5,668.21	\$ 321.36	\$ 5,989.57

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 20213.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$ 158.51	\$ -	\$ 158.51
-Retiree Share	Monthly	\$ 1,426.62	\$ 45.39	\$ 1,472.01
Total	Annual	\$ 19,021.60	\$ 544.70	\$ 19,566.30
Spouse				
-City Share	Monthly	\$ 38.72	\$ -	\$ 38.72
-Retiree Share	Monthly	\$ 735.63	\$ 26.78	\$ 762.41
Total	Annual	\$ 9,292.14	\$ 321.36	\$ 9,613.50
Children				
-City Share	Monthly	\$ 34.83	\$ -	\$ 34.83
-Retiree Share	Monthly	\$ 661.69	\$ 23.73	\$ 685.42
Total	Annual	\$ 8,358.22	\$ 284.70	\$ 8,642.92
Family				
-City Share	Monthly	\$ 57.89	\$ -	\$ 57.89
-Retiree Share	Monthly	\$ 1,099.91	\$ 53.91	\$ 1,153.82
Total	Annual	\$ 13,893.62	\$ 646.88	\$ 14,540.50
Base Plan - Retirees - Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$ 96.69	\$ -	\$ 96.69
-Retiree Share	Monthly	\$ 870.24	\$ 45.39	\$ 915.63
Total	Annual	\$ 11,603.18	\$ 544.70	\$ 12,147.88
Spouse				
-City Share	Monthly	\$ 23.62	\$ -	\$ 23.62
-Retiree Share	Monthly	\$ 448.73	\$ 26.78	\$ 475.51
Total	Annual	\$ 5,668.21	\$ 321.36	\$ 5,989.57

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 1,585.13	\$ 45.39	\$ 1,630.53
Total	Annual	\$ 19,021.60	\$ 544.70	\$ 19,566.30
Spouse				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 774.35	\$ 26.78	\$ 801.13
Total	Annual	\$ 9,292.14	\$ 321.36	\$ 9,613.50
Children				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 696.52	\$ 23.73	\$ 720.24
Total	Annual	\$ 8,358.22	\$ 284.70	\$ 8,642.92
Family				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 1,157.80	\$ 53.91	\$ 1,211.71
Total	Annual	\$ 13,893.62	\$ 646.88	\$ 14,540.50
Base Plan - Retirees - Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 966.93	\$ 45.39	\$ 1,012.32
Total	Annual	\$ 11,603.18	\$ 544.70	\$ 12,147.88
Spouse				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 472.35	\$ 26.78	\$ 499.13
Total	Annual	\$ 5,668.21	\$ 321.36	\$ 5,989.57

Tier 5 retirees are employees who were hired after February 26, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$ 517.27	\$ 13.82	\$ 531.09
-EE Share	Bi-Weekly	\$ 30.36	\$ 7.13	\$ 37.49
Total	Annual	\$ 14,238.38	\$ 544.70	\$ 14,783.08
-EE Tobacco Surcharge	Bi-Weekly	\$ 82.14	\$ -	\$ 82.14
-Tobacco Schg %				
-Wellness Schg %				
- Total Schg %				
Spouse				
-City Share	Bi-Weekly	\$ 120.97	\$ -	\$ 120.97
-EE Share	Bi-Weekly	\$ 98.06	\$ 12.36	\$ 110.42
Total	Annual	\$ 5,694.78	\$ 321.36	\$ 6,016.14
-EE Tobacco Surcharge	Bi-Weekly	\$ 32.85	\$ -	\$ 32.85
-Tobacco Schg %				
-Wellness Schg %				
- Total Schg %				
Children				
-City Share	Bi-Weekly	\$ 105.67	\$ -	\$ 105.67
-EE Share	Bi-Weekly	\$ 90.29	\$ 10.95	\$ 101.24
Total	Annual	\$ 5,094.96	\$ 284.70	\$ 5,379.66
-EE Tobacco Surcharge	Bi-Weekly	\$ 29.39	\$ -	\$ 29.39
-Tobacco Schg %				
-Wellness Schg %				
- Total Schg %				
Family				
-City Share	Bi-Weekly	\$ 190.51	\$ -	\$ 190.51
-EE Share	Bi-Weekly	\$ 140.18	\$ 24.88	\$ 165.06
Total	Annual	\$ 8,597.94	\$ 646.88	\$ 9,244.82
-EE Tobacco Surcharge	Bi-Weekly	\$ 49.60	\$ -	\$ 49.60
-Tobacco Schg %				
-EE Share - Well Schg %				
- Tobacco/Well Schg %				

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$ 688.19	\$ 23.15	\$ 711.34
-Retiree Share	Monthly	\$ 498.34	\$ 22.24	\$ 520.58
Total	Annual	\$ 14,238.38	\$ 544.70	\$ 14,783.08
Spouse				
-City Share	Monthly	\$ 123.39	\$ -	\$ 123.39
-Retiree Share	Monthly	\$ 351.18	\$ 26.78	\$ 377.96
Total	Annual	\$ 5,694.78	\$ 321.36	\$ 6,016.14
Children				
-City Share	Monthly	\$ 127.37	\$ -	\$ 127.37
-Retiree Share	Monthly	\$ 297.21	\$ 23.73	\$ 320.93
Total	Annual	\$ 5,094.96	\$ 284.70	\$ 5,379.66
Family				
-City Share	Monthly	\$ 236.44	\$ -	\$ 236.44
-Retiree Share	Monthly	\$ 480.05	\$ 53.91	\$ 533.96
Total	Annual	\$ 8,597.94	\$ 646.88	\$ 9,244.82
High Deductible Plan - Retirees - Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$ 419.79	\$ 23.15	\$ 442.94
-Retiree Share	Monthly	\$ 303.99	\$ 22.24	\$ 326.23
Total	Annual	\$ 8,685.41	\$ 544.70	\$ 9,230.11
-Total % of Non-Med Eligible				
Spouse				
-City Share	Monthly	\$ 75.27	\$ -	\$ 75.27
-Retiree Share	Monthly	\$ 214.22	\$ 26.78	\$ 241.00
Total	Annual	\$ 3,473.82	\$ 321.36	\$ 3,795.18
-Total % of Non-Med Eligible				

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$ 593.27	\$ -	\$ 593.27
-Retiree Share	Monthly	\$ 593.27	\$ 45.39	\$ 638.66
Total	Annual	\$ 14,238.38	\$ 544.70	\$ 14,783.08
Spouse				
-City Share	Monthly	\$ 118.64	\$ -	\$ 118.64
-Retiree Share	Monthly	\$ 355.92	\$ 26.78	\$ 382.70
Total	Annual	\$ 5,694.78	\$ 321.36	\$ 6,016.14
Children				
-City Share	Monthly	\$ 106.15	\$ -	\$ 106.15
-Retiree Share	Monthly	\$ 318.44	\$ 23.73	\$ 342.16
Total	Annual	\$ 5,094.96	\$ 284.70	\$ 5,379.66
Family				
-City Share	Monthly	\$ 179.12	\$ -	\$ 179.12
-Retiree Share	Monthly	\$ 537.37	\$ 53.91	\$ 591.28
Total	Annual	\$ 8,597.94	\$ 646.88	\$ 9,244.82
High Deductible Plan - Retirees - Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$ 361.89	\$ -	\$ 361.89
-Retiree Share	Monthly	\$ 361.89	\$ 45.39	\$ 407.28
Total	Annual	\$ 8,685.41	\$ 544.70	\$ 9,230.11
Spouse				
-City Share	Monthly	\$ 72.37	\$ -	\$ 72.37
-Retiree Share	Monthly	\$ 217.11	\$ 26.78	\$ 243.89
Total	Annual	\$ 3,473.82	\$ 321.36	\$ 3,795.18

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$ 355.96	\$ -	\$ 355.96
-Retiree Share	Monthly	\$ 830.57	\$ 45.39	\$ 875.96
Total	Annual	\$ 14,238.38	\$ 544.70	\$ 14,783.08
Spouse				
-City Share	Monthly	\$ 71.18	\$ -	\$ 71.18
-Retiree Share	Monthly	\$ 403.38	\$ 26.78	\$ 430.16
Total	Annual	\$ 5,694.78	\$ 321.36	\$ 6,016.14
Children				
-City Share	Monthly	\$ 63.69	\$ -	\$ 63.69
-Retiree Share	Monthly	\$ 360.89	\$ 23.73	\$ 384.62
Total	Annual	\$ 5,094.96	\$ 284.70	\$ 5,379.66
Family				
-City Share	Monthly	\$ 107.47	\$ -	\$ 107.47
-Retiree Share	Monthly	\$ 609.02	\$ 53.91	\$ 662.93
Total	Annual	\$ 8,597.94	\$ 646.88	\$ 9,244.82
High Deductible Plan - Retirees - Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$ 217.14	\$ -	\$ 217.14
-Retiree Share	Monthly	\$ 506.65	\$ 45.39	\$ 552.04
Total	Annual	\$ 8,685.41	\$ 544.70	\$ 9,230.11
Spouse				
-City Share	Monthly	\$ 43.42	\$ -	\$ 43.42
-Retiree Share	Monthly	\$ 246.06	\$ 26.78	\$ 272.84
Total	Annual	\$ 3,473.82	\$ 321.36	\$ 3,795.18

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$ 118.65	\$ -	\$ 118.65
-Retiree Share	Monthly	\$ 1,067.88	\$ 45.39	\$ 1,113.27
Total	Annual	\$ 14,238.38	\$ 544.70	\$ 14,783.08
Spouse				
-City Share	Monthly	\$ 23.73	\$ -	\$ 23.73
-Retiree Share	Monthly	\$ 450.84	\$ 26.78	\$ 477.62
Total	Annual	\$ 5,694.78	\$ 321.36	\$ 6,016.14
Children				
-City Share	Monthly	\$ 21.23	\$ -	\$ 21.23
-Retiree Share	Monthly	\$ 403.35	\$ 23.73	\$ 427.08
Total	Annual	\$ 5,094.96	\$ 284.70	\$ 5,379.66
Family				
-City Share	Monthly	\$ 35.82	\$ -	\$ 35.82
-Retiree Share	Monthly	\$ 680.67	\$ 53.91	\$ 734.58
Total	Annual	\$ 8,597.94	\$ 646.88	\$ 9,244.82
High Deductible Plan - Retirees - Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$ 72.38	\$ -	\$ 72.38
-Retiree Share	Monthly	\$ 651.41	\$ 45.39	\$ 696.80
Total	Annual	\$ 8,685.41	\$ 544.70	\$ 9,230.11
Spouse				
-City Share	Monthly	\$ 14.47	\$ -	\$ 14.47
-Retiree Share	Monthly	\$ 275.01	\$ 26.78	\$ 301.79
Total	Annual	\$ 3,473.82	\$ 321.36	\$ 3,795.18

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 1,186.53	\$ 45.39	\$ 1,231.92
Total	Annual	\$ 14,238.38	\$ 544.70	\$ 14,783.08
Spouse				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 474.57	\$ 26.78	\$ 501.35
Total	Annual	\$ 5,694.78	\$ 321.36	\$ 6,016.14
Children				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 424.58	\$ 23.73	\$ 448.31
Total	Annual	\$ 5,094.96	\$ 284.70	\$ 5,379.66
Family				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 716.50	\$ 53.91	\$ 770.40
Total	Annual	\$ 8,597.94	\$ 646.88	\$ 9,244.82
High Deductible Plan - Retirees - Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 723.78	\$ 45.39	\$ 769.18
Total	Annual	\$ 8,685.41	\$ 544.70	\$ 9,230.11
Spouse				
-City Share		\$ -	\$ -	\$ -
-Retiree Share	Monthly	\$ 289.48	\$ 26.78	\$ 316.26
Total	Annual	\$ 3,473.82	\$ 321.36	\$ 3,795.18

Tier 5 retirees are employees who were hired after February 26, 2013.



Nadine Ohlinger
685 W. Montrose St.
Clermont, FL 34711

RE: City of Clermont EAP Renewal

Dear Nadine,

Evernorth Behavioral Health, Inc. ("Evernorth Behavioral"), formerly known as Cigna Behavioral Health, Inc. and City of Clermont have partnered together for a successful Employee Assistance Program ("EAP") over the past four years. We are pleased to continue providing this program to City of Clermont and we appreciate this opportunity to continue working with you.

Employee Assistance Program

The below EAP renewal information is for the 36-month period beginning 1/1/2025 through 12/31/2027.

Rates/Fees

Product	*Current Fee	*Renewal Fee	Rate Change	Employer Service Hours
Emp. Asst. & LE STC 6	\$1.99 PEPM*	\$2.14 PEPM*	7.54%	10 hours per 1,000 employees or 4 actual hours per contract year

**per employee per month*

The above rate represents a blended EAP rate which is lower than the standard full-service EAP rate, due to enrollment in Cigna Total Behavioral Health ("CTBH") for a portion of the covered employee population.

Evernorth Behavioral will not revise the EAP rate during the 36-month period from the renewal date, assuming all other financial assumptions remain constant. It assumes an employee count of 439 and includes 4 employer service hours per contract year to be used for critical incident responses, manager training, and on-site wellness seminars. Should you exceed 4 employer service hours per 12-month period, you may purchase additional hours on a fee-for-service basis.

This renewal for your EAP continues to provide six face-to-face visits per presenting issue at no charge to all employees and their household members, management consultation and referral services. Evernorth Behavioral will continue to provide EAP services for City of Clermont pursuant to the terms of your EAP agreement ("Agreement").

This signed renewal letter will serve to amend the Agreement. Please have a duly authorized individual of City of Clermont sign to indicate acceptance of the above rate.



Retain a copy of the renewal letter for your files and return the signed original to me at the following address:

Cigna
Attn: Christina Presta
Christina.Presta@Cignahealthcare.com
Or by email: account.manager@cignahealthcare.com

If a signature is not obtained within thirty (30) days prior to the effective date of this renewal notice, the renewal terms will be deemed accepted as presented. The renewal letter and receipt confirmation will serve as the contract amendment. Evernorth Behavioral will continue to provide services for participants pursuant to the terms of the Agreement, as amended.

If you have any questions about the information in this letter, please contact me at 813-245-8062 as soon as possible.

Thank you for the opportunity to continue to serve you and your employees.

Best regards,

Christina Presta

Cc: Lisa McDonald

Accepted by: _____ Title: _____

Date: _____

City of Clermont
Life Benefit Comparison
January 1, 2025

Final Selection

Plan Summary		New York Life		Mutual of Omaha	The Hartford	The Standard
		Current Plan	Renewal, Rate Relief	Alternative Plan	Alternative Plan	Alternative Plan
Benefit	Employee	1.5 Times Basic Annual Earnings	1.5 Times Basic Annual Earnings	1.5 Times Basic Annual Earnings	1.5 Times Basic Annual Earnings	1.5 Times Basic Annual Earnings
Guarantee Issue Amount	Employee	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	1.5 Times Basic Annual Earnings	1.5 Times Basic Annual Earnings
Minimum Benefit	Employee	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	\$10,000	\$10,000	1.5 Times Basic Annual Earnings
Maximum Benefit	Employee	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	The Lesser of 1.5 Times Basic Annual Earnings or \$200,000	\$200,000	\$200,000
Accidental Death & Dismemberment		Matches Life	Matches Life	Matches Life	Matches Life	Matches Life
Conversion		Included	Included	Included	Included	Included
Benefits Reduced By		50% at Age 70	50% at Age 70	50% at Age 70	50% at Age 70	50% at Age 70
Employer Contribution		100%	100%	100%	100%	100%
Participation Requirement		100% of All Eligible Employees	100% of All Eligible Employees	100% of All Eligible Employees	100% of All Eligible Employees	100% of All Eligible Employees
Rate Guarantee		1 Year	2 Years	2 Years	2 Years	3 Years
Life Rate Summary/\$1000 of Benefit		\$0.150	\$0.105	\$0.117	\$0.120	\$0.105
AD&D Rate Summary/\$1000 of Benefit		\$0.025	\$0.025	\$0.025	\$0.025	\$0.025
Estimated Monthly Volume		\$38,136,934	\$38,136,934	\$38,136,934	\$38,136,934	\$38,136,934
Monthly Premium		\$6,674	\$4,958	\$5,415	\$5,530	\$4,958
\$ Change from Current			-\$1,716	-\$1,259	-\$1,144	-\$1,716
% Change from Current			-26%	-19%	-17%	-26%

PLEASE NOTE: Employees must be Actively at Work in order to be considered eligible for coverage under any new plan. Action may be required for Employees that will not be covered under the new policy, such as the option to convert, port, or apply for waiver with the existing carrier OR request an exception to cover these individuals under the new carrier.

Disclaimer: The rates and premiums provided are for illustrative purposes only and are estimated based on the data submitted.

City of Clermont
Voluntary Life Benefit Comparison
January 1, 2025

Final Selection

Plan Summary	New York Life		Mutual of Omaha	The Hartford	The Standard
	Current Plan	Renewal Plan	Alternative Plan	Alternative Plan	Alternative Plan
Benefit Amount					
Employee	Increments of \$10,000	Increments of \$10,000	Increments of \$10,000	Increments of \$10,000	Increments of \$10,000
Spouse	Increments of \$10,000	Increments of \$10,000	Increments of \$10,000	Increments of \$10,000	Increments of \$10,000
Children	Less than 6 Months Old, \$1,000	Less than 6 Months Old, \$1,000	Increments of \$2,500	Day 1 to 6 Months, \$1,000	Live birth through Age 25, Option of \$2,500, \$5,000, \$7,500 or \$10,000
	6 Months and Older up to age 19/25 (full-time student) Option of \$2,500, \$5,000, \$7,500 or \$10,000	6 Months and Older up to age 19/25 (full-time student) Option of \$2,500, \$5,000, \$7,500 or \$10,000		6 Months to 26 Years, Increments of \$2,500	
Guarantee Issue Amount					
Employee	\$80,000	\$80,000	5 Times Basic Annual Earnings, up to \$80,000	\$200,000	\$150,000
Spouse	\$20,000	\$20,000	100% of Employee Amount, up to \$20,000	\$50,000	\$30,000
Children	All Amounts	All Amounts	\$10,000	\$10,000	\$10,000
Minimum Benefit					
Employee	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Spouse	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Children	\$1,000, \$2,500	\$1,000, \$2,500	\$2,500	\$1,000	\$2,500
Maximum Benefit					
Employee	\$500,000	\$500,000	5 Times Basic Annual Earnings, up to \$500,000	5 Times Basic Annual Earnings, up to \$500,000	\$500,000
Spouse	\$500,000	500000	100% of Employee Amount, up to \$500,000	50% of Employee Amount, up to \$350,000	100% of Employee Amount, up to \$500,000
Children	\$10,000	\$10,000	\$10,000	\$10,000	100% OF employee Amount, up to \$10,000
Benefits Reduced By	40% at Age 75 65% at Age 80 72.5% at Age 85 80% at Age 90 92.5% at Age 95 95% at Age 100	40% at Age 75 65% at Age 80 72.5% at Age 85 80% at Age 90 92.5% at Age 95 95% at Age 100	40% at Age 75 65% at Age 80 72% at Age 85 80% at Age 90 92% at Age 95 95% at Age 100 Coverage terminates at Retirement	40% at Age 75 65% at Age 80 80% at Age 85 95% at Age 90	40% at Age 75 65% at Age 80 72% at Age 85 80% at Age 90 92% at Age 95
Accidental Death & Dismemberment	Not Included	Not Included	Not Included	Matches Life	Not Included
Conversion	Included	Included	Included	Included	Included
Portability	Included	Included	Included	Included	Included
Waiver of Premium	Included	Included	Included	Included	Included
Accelerated Life	Included	Included	Included	Included	Included
Employee Contribution	100%	100%	100%	100%	100%
Participation Requirement	40% of All Eligible Employees	40% of All Eligible Employees	Greater of 38% of All Eligible Employees or 5 Lives	35% of All Eligible Employees	Greater of 20% of All Eligible Employees or 10 Lives
Rate Guarantee	1 Year	2 Years	2 Years	2 Years	3 Years
Rate Summary/\$1000 of Benefit	See Rate Schedule	See Rate Schedule	See Rate Schedule	See Rate Schedule	See Rate Schedule

PLEASE NOTE: Employees must be Actively at Work in order to be considered eligible for coverage under any new plan. Action may be required for Employees that will not be covered under the new policy, such as the option to convert, port, or apply for waiver with the existing carrier OR request an exception to cover these individuals under the new carrier.

Disclaimer: The rates and premiums provided are for illustrative purposes only and are estimated based on the data submitted.

**City of Clermont
Voluntary Life Cost Schedule
January 1, 2025**

Final Selection					
Per \$1000 of Benefits					
Employee's Age	New York Life		Mutual of Omaha	The Hartford	The Standard
	Current Rates	Renewal Rates	Alternative Rates	Alternative Rates	Alternative Rates
Less than 20	\$0.040	\$0.050	\$0.060	\$0.060	\$0.051
20-24	\$0.060	\$0.060	\$0.060	\$0.060	\$0.051
25-29	\$0.060	\$0.060	\$0.060	\$0.060	\$0.061
30-34	\$0.075	\$0.080	\$0.080	\$0.080	\$0.081
35-39	\$0.100	\$0.100	\$0.100	\$0.100	\$0.100
40-44	\$0.140	\$0.140	\$0.140	\$0.140	\$0.140
45-49	\$0.250	\$0.250	\$0.250	\$0.249	\$0.250
50-54	\$0.375	\$0.375	\$0.375	\$0.374	\$0.375
55-59	\$0.520	\$0.520	\$0.520	\$0.519	\$0.520
60-64	\$0.820	\$0.820	\$0.820	\$0.818	\$0.820
65-69	\$1.270	\$1.270	\$1.270	\$1.270	\$1.271
70-74	\$2.590	\$2.590	\$2.590	\$2.583	\$2.590
75-79	\$5.230	\$5.230	\$5.230	\$5.216	\$5.230
80-84	\$10.390	\$10.390	\$10.390	\$5.216	\$10.390
85-89	\$19.160	\$19.160	\$19.160	\$5.216	\$19.160
90-94	\$31.260	\$31.260	\$31.260	\$5.216	\$19.339
95-99	\$31.260	\$31.260	\$31.260	\$5.216	\$19.339
Spouse's Age	Spouse Rates are based on Spouse's Age. Spouse coverage terminates at 75.	Spouse Rates are based on Spouse's Age. Spouse coverage terminates at 75.	Spouse Rates are based on Employee's Age. Spouse coverage terminates at 75.	Spouse Rates are based on Employee's Age.	Spouse Rates are based on Employee Age or Spouse Age, client determines at implementation.
Less than 20	\$0.040	\$0.050	\$0.060	\$0.060	\$0.051
20-24	\$0.060	\$0.060	\$0.060	\$0.060	\$0.051
25-29	\$0.060	\$0.060	\$0.060	\$0.060	\$0.061
30-34	\$0.075	\$0.080	\$0.080	\$0.080	\$0.081
35-39	\$0.100	\$0.100	\$0.100	\$0.100	\$0.100
40-44	\$0.140	\$0.140	\$0.140	\$0.140	\$0.140
45-49	\$0.250	\$0.250	\$0.250	\$0.249	\$0.250
50-54	\$0.375	\$0.375	\$0.375	\$0.374	\$0.375
55-59	\$0.520	\$0.520	\$0.520	\$0.519	\$0.520
60-64	\$0.820	\$0.820	\$0.820	\$0.818	\$0.820
65-69	\$1.270	\$1.270	\$1.270	\$1.270	\$1.271
70-74	\$2.590	\$2.590	\$2.590	\$2.583	\$2.590
75-79	\$5.230	\$5.230	\$5.230	\$5.216	\$5.230
80-84	\$10.390	\$10.390	\$10.390	\$5.216	\$10.390
85-89	\$19.160	\$19.160	\$19.160	\$5.216	\$19.160
90-94	\$31.260	\$31.260	\$31.260	\$5.216	\$39.766
95-99	\$31.260	\$31.260	\$31.260	\$5.216	\$39.766
Child(ren)		Per \$1,000		Per \$1,000	Per \$1,000
Option 1: \$2,500	\$0.790	\$0.790	\$0.199	\$0.148	\$0.199
Option 2: \$5,000	\$1.190	\$1.190			
Option 3: \$7,500	\$1.590	\$1.590			
Option 4: \$10,000	\$1.990	\$1.990			
AD & D Rate Per \$1,000					
Employee	N/A	N/A	N/A	\$0.025	N/A
Spouse	N/A	N/A	N/A	\$0.025	N/A
Child	N/A	N/A	N/A	\$0.068	N/A
Table I Straddle Test Results (per IRC Section 79 exclusion provisions)					
Pass or Straddled	STRADDLED	PASS	PASS	PASS	PASS

* The Voluntary Life Insurance Straddle test is a method used to determine the tax treatment of employee paid voluntary life insurance. Voluntary Life insurance is subject to Section 79 if the rates are age-graded and 'straddle' Table I rates. 'Straddling' occurs when the employer arranges for a plan that results in at least one employee paying less and one employee paying more than the Table I cost of his or her insurance. When the 'Straddling' occurs, the excess coverage may be considered taxable income to the employee as imputed income is subject to federal income tax. Hylant recommends choosing a plan that does not 'Straddle' the Table I rates.

City of Clermont
STD Benefit Comparison
January 1, 2025

Final Selection

Plan Summary	New York Life		Mutual of Omaha	The Hartford	The Standard
	Current Plan	Renewal Plan	Alternative Plan	Alternative Plan	Alternative Plan
Elimination Period					
Accident	14 Days	14 Days	14 Days	14 Days	14 Days
Sickness	14 Days	14 Days	14 Days	14 Days	14 Days
Benefit Amount	60% of Weekly Covered Earnings	60% of Weekly Covered Earnings	60% of Weekly Covered Earnings	60% of Weekly Covered Earnings	60% of Weekly Covered Earnings
Minimum Weekly Benefit	\$100	\$100	\$25	None	\$100
Maximum Weekly Benefit	the lesser of 60% of an Employee's weekly Covered Earnings rounded to the nearest dollar or \$1,000 per week. Multiples of \$100	the lesser of 60% of an Employee's weekly Covered Earnings rounded to the nearest dollar or \$1,000 per week. Multiples of \$100	\$1,000	\$100 Increments up to \$1,000	\$1,000
Maximum Benefit Duration	13 Weeks	13 Weeks	11 Weeks	13 Weeks	90 Days
Partial Disability	Included	Included	Included	Included	Included
Pre-Existing Condition Limitations	6/12	6/12	3/6	6/6/12	None
Employee Contribution	100%	100%	100%	100%	100%
Participation Requirement	25% of All Eligible Employees	25% of All Eligible Employees	34% of All Eligible Employees	Minimum of 10 Enrolled	31% of All Eligible Employees
Rate Guarantee	In Rate Guarantee Until 1/1/2026	2 Years	2 Years	2 Years	3 Years
Rate Per \$10 of Weekly Covered:	Benefit	Benefit	Benefit	Benefit	Benefit
Less than 20	\$0.219	\$0.197	\$0.219	\$0.523	\$0.219
20-24	\$0.219	\$0.197	\$0.219	\$0.523	\$0.219
25-29	\$0.219	\$0.197	\$0.219	\$0.523	\$0.219
30-34	\$0.219	\$0.197	\$0.219	\$0.523	\$0.219
35-39	\$0.219	\$0.197	\$0.219	\$0.399	\$0.219
40-44	\$0.232	\$0.209	\$0.219	\$0.399	\$0.232
45-49	\$0.283	\$0.255	\$0.219	\$0.399	\$0.283
50-54	\$0.335	\$0.302	\$0.219	\$0.656	\$0.335
55-59	\$0.463	\$0.417	\$0.219	\$0.656	\$0.463
60-64	\$0.565	\$0.509	\$0.219	\$0.950	\$0.565
65-69	\$0.642	\$0.578	\$0.219	\$0.950	\$0.642
70-74	\$0.706	\$0.636	\$0.219	\$0.950	\$0.706
75-79	\$0.706	\$0.636	\$0.219	\$0.950	\$0.706
80-84	\$0.706	\$0.636	\$0.219	\$0.950	\$0.706
85-89	\$0.706	\$0.636	\$0.219	\$0.950	\$0.706
90-94	\$0.706	\$0.636	\$0.219	\$0.950	\$0.716
95-99	\$0.706	\$0.636	\$0.219	\$0.950	\$0.716

PLEASE NOTE: Employees must be Actively at Work in order to be considered eligible for coverage under any new plan. Action may be required for Employees that will not be covered under the new policy, such as the option to convert, port, or apply for waiver with the existing carrier OR request an exception to cover these individuals under the new carrier.

Disclaimer: The rates and premiums provided are for illustrative purposes only and are estimated based on the data submitted.

City of Clermont
Vision Benefit Comparison
January 1, 2025

Final Selection

Plan Summary		Humana			
		Current Plan	Renewal Plan	Alternative Renewal Plan PLUS 130	Alternative Renewal Plan
Frequency					
Eye Exam		Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Lenses		Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Frames		Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months
In Network Copays					
Eye Exams		\$10 Copay	\$10 Copay	\$10 Copay \$0 Copay (PLUS Providers)	\$10 Copay
Vision Lenses		\$15 Copay	\$15 Copay	\$15 Copay	\$10 Copay
Progressive Vision Lenses Standard		\$15 Copay (add-on to bifocal)	\$15 Copay (add-on to bifocal)	\$15 Copay (add-on to bifocal)	\$10 Copay (add-on to bifocal)
Transitions Vision Lenses Standard		\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay
Frames		\$15 Copay	\$15 Copay		\$15 Copay
Contact Lens - Medically Necessary		\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay
Contact Lens - Elective, Plan Selection		\$15 Copay	\$15 Copay		\$15 Copay
Standard Contact Fitting & Evaluation In Lieu of Eye Glasses?		Up to \$40 (Standard) Yes	Up to \$40 (Standard) Yes	Up to \$40 (Standard) Yes	Up to \$40 (Standard) Yes
In Network Allowance					
Frames		\$130 Allowance + 20% off balance over \$130	\$130 Allowance + 20% off balance over \$130	\$130 Allowance + 20% off balance over \$130 \$180 Allowance + 20% off balance over \$180 (PLUS Providers)	\$150 Allowance + 20% off balance over \$150
Contact Lens - Elective, Non-Plan Selection		\$130 Allowance	\$130 Allowance	\$130 Allowance	\$150 Allowance
Out of Network Reimbursement					
Eye Exam		Up to \$30	Up to \$30	Up to \$30	Up to \$30
Vision Lenses		Up to \$100	Up to \$100	Up to \$100	Up to \$100
Frames		Up to \$65	Up to \$65	Up to \$65	Up to \$80
Contact Lens - Medically Necessary		Up to \$200	Up to \$200	Up to \$200	Up to \$210
Contact Lens - Elective		UP to \$104	UP to \$104	UP to \$104	UP to \$128
Additional Plan Specifications					
Employer Contribution		0%	0%	0%	0%
Participation Requirement		As Currently Enrolled	As Currently Enrolled	As Currently Enrolled	As Currently Enrolled
Rate Guarantee		1 Year	3 Years	3 Years	3 Years
Employee	107	\$8.32	\$6.39	\$7.32	\$7.99
Employee + Family	148	\$21.77	\$16.72	\$19.16	\$20.90
Monthly Premium	255	\$4,112	\$3,158	\$3,619	\$3,948
\$ Change from Current			-\$954	-\$493	-\$164
% Change from Current			-23%	-12%	-4%

Disclaimer: The rates and premiums provided are for illustrative purposes only and are estimated based on the data submitted.

City of Clermont
Vision Benefit Comparison
January 1, 2025

Plan Summary		Humana		EyeMed	VSP	
		Current Plan	Renewal Plan	Alternative Plan	Alternative Plan	Alternative Plan
Frequency						
Eye Exam		Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Lenses		Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Frames		Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months
In Network Copays						
Eye Exams		\$10 Copay	\$10 Copay	\$10 Copay \$0 Copay (PLUS Providers)	\$10 Copay	\$10 Copay
Vision Lenses		\$15 Copay	\$15 Copay	\$15 Copay	\$10 Copay	\$25 Copay
Progressive Vision Lenses Standard		\$15 Copay (add-on to bifocal)	\$15 Copay (add-on to bifocal)	\$70 Copay	\$10 Copay	\$25 Copay
Transitions Vision Lenses Standard		\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay
Frames		\$15 Copay	\$15 Copay	\$0 Copay	\$10 Copay	\$25 Copay
Contact Lens - Medically Necessary		\$0 Copay	\$0 Copay	\$0 Copay	\$10 Copay	\$25 Copay
Contact Lens - Elective, Plan Selection		\$15 Copay	\$15 Copay	\$0 Copay	Included in Contact Lens Allowance	Included in Contact Lens Allowance
Standard Contact Fitting & Evaluation		\$40 Copay (Standard)	\$40 Copay (Standard)	\$40 Copay (Standard)	\$60 Copay	\$60 Copay
In Lieu of Eye Glasses?		Yes	Yes	Yes	Yes	Yes
In Network Allowance						
Frames		\$130 Allowance + 20% off balance over \$130	\$130 Allowance + 20% off balance over \$130	\$130 Allowance + 20% off balance over \$130 \$180 Allowance + 20% off balance over \$180 (PLUS providers)	\$130 Allowance + 20% off balance over \$130	\$150 Allowance + 20% off balance over \$150
Contact Lens - Elective, Non-Plan Selection		\$130 Allowance	\$130 Allowance	\$130 Allowance \$180 Allowance (PLUS Providers)	\$130 Allowance	\$150 Allowance
Out of Network Reimbursement						
Eye Exam		Up to \$30	Up to \$30	Up to \$40	Up to \$45	Up to \$45
Vision Lenses		Up to \$100	Up to \$100	Up to \$70	Up to \$100	Up to \$100
Frames		Up to \$65	Up to \$65	Up to \$65	Up to \$70	Up to \$70
Contact Lens - Medically Necessary		Up to \$200	Up to \$200	Up to \$300	Up to \$210	Up to \$210
Contact Lens - Elective		UP to \$104	UP to \$104	Up to \$65	Up to \$105	Up to \$105
Additional Plan Specifications						
Employer Contribution		0%	0%	0%	0-24%	0-24%
Participation Requirement		As Currently Enrolled	As Currently Enrolled	10 Employees	51+ Employees Enrolled	51+ Employees Enrolled
Rate Guarantee		1 Year	3 Years	4 Years	4 Years	4 Years
Employee	107	\$8.32	\$6.39	\$6.24	\$6.77	\$7.50
Employee + Family	148	\$21.77	\$16.72	\$16.33	\$14.54	\$16.12
Monthly Premium	255	\$4,112	\$3,158	\$3,085	\$2,876	\$3,188
\$ Change from Current			-\$954	-\$1,028	-\$1,236	-\$924
% Change from Current			-23%	-25%	-30%	-22%

Disclaimer: The rates and premiums provided are for illustrative purposes only and are estimated based on the data submitted.

LTD Proposal

Prepared For:

City of Clermont

Requested By:

HYLANT GROUP INC

Proposed Effective Date:
This Proposal Valid Until:

January 1, 2025
December 16, 2024

Underwritten By:

Life Insurance Company of North America

The information contained in the following response/proposal is confidential and proprietary information of the insurance company making the proposal. It is being provided with the understanding that it will not be used by City of Clermont, its representatives or producers for any purpose other than the evaluation of the insurance company's proposal in connection with the services sought by City of Clermont. Dissemination of the information contained herein by City of Clermont, its representatives and producers shall be limited to their respective employees who are directly involved in the evaluation process. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than City of Clermont and its representatives and producers involved in the evaluation process.



**GROUP BENEFIT
SOLUTIONS**

City of Clermont
The New York Life Group Benefit Solutions Experience

Thank you for considering New York Life Group Benefit Solutions (NYL GBS) to be your group insurance partner. Focused on innovation and growth, NYL GBS has solutions for life's needs that improve the health, well-being and peace of mind of those we serve. Our solutions and whole person health focus help people get back to their full potential sooner.

Our client and customer experience:

- **Connected solutions** create personalized and efficient experiences that help address every aspect of employees' minds and bodies.
- **On-boarding specialists** ensure a smooth and efficient transition.
- **Dedicated professionals** deliver a high-quality service experience.
- **Digital capabilities** provide flexible and personalized ways to connect with us.

Our disability approach:

- Our **Prevention Services** help employees stay healthy and on the job so they avoid costly disability absence in the first place.
- Our **Intervention services** help disabled employees return to a healthy and productive life, that includes work (as quickly and safely as possible).
- By **providing the right resources at the right time** – our disability outcomes are better.
- A **proactive approach** to support employees in obtaining Social Security Disability Income (SSDI) Benefits.

Our full suite of "Value Added" plan features that can be used by your employee and, in some cases, their family members, including:

- **Financial, Legal & Estate Support** - Professional support for all types of pressing financial, legal, or estate issues; includes law consultations, tax consultations, credit and tax questions and much more. Assistance includes identity theft and fraud resolution services, online tools for state-specific wills as well as other important legal documents. *
- **Employee Assistance & Wellness Support** - Emotional Support for you and your family members at no additional cost. Access available 24 hours a day, seven days a week. Includes work/life assistance, coaching, online articles, resources and videos. *
- **Secure Travel®** - emergency assistance services when traveling 100 miles or more from home (covered persons only).
- **Survivor Assurance®** - for beneficiaries of death claims \$5,000 or more, as well as access to Employee Assistance & Wellness Support and Financial, Legal & Estate support. *
- **Health Care Support** - Trained health care advocates and registered nurses who will partner with you to effectively navigate your health care plan and provide support for your health care questions and concerns.*

PLEASE NOTE: Financial, Legal & Estate Support, Employee Assistance & Wellness Support and Health Care Support are not available with policies issued in New York by New York Life Group Insurance Company of NY.

At New York Life Group Benefit Solutions, our connected approach helps provide an overall better employer and employee experience.

**City of Clermont
Financial Summary**

Product	Coverage	Monthly Volume	Rate	Rate Basis	Monthly Premium	Rate Guarantee
Disability						
LTD	EE	\$862,909	\$0.630	per \$100 Monthly Gross Benefit	\$5,436	1 year
Total Monthly Premium					\$5,436	

**City of Clermont
Long Term Disability Proposal
Schedule of Benefits Summary**

Eligibility	All active, Full-Time Employees of the Employer regularly working a minimum of 30 hours per week in the United States, who are citizens or permanent resident aliens of the United States.
Number of Eligible Employees	362
Monthly Benefit	50% to \$6,000
Benefit Waiting Period	90 days
Definition of Disability	24 Months Own Occupation
Definition of Covered Earnings	Employee's annual wage or salary excluding bonuses, commissions, overtime pay, and extra compensation.
Eligibility Waiting Period	No waiting period
Earnings Test	80/60 AND
Plan Type*	Non-Contributory

Benefits below apply to the following classes: 1	
Accumulated Sick Leave	Not Included in Benefit Waiting Period
Minimum Benefit	Greater of \$400 or 10% of benefit
Maximum Benefit Duration	Social Security Normal Retirement Age (SSNRA)
Benefit Reduction Schedule	Social Security Normal Retirement Age
Social Security Integration Type	Full Family
Other Sources of Income	See Disability Contract Features
Employer Contribution	100%
Survivors Benefits	3 months lump sum
ADL Contribution Benefit	10% to a Maximum Amount of
Continuation of Insurance	Family Medical Leave (leave period permitted by state or federal law) Leave of Absence (3 months)
Pre-Existing Condition Limitation	6 months Prior/12 months Insured
Employer FICA Service	Included
Mental Illness Limitation	24 Month Lifetime Limitation
Substance Abuse Limitation	24 Month Lifetime Limitation
Chemical Sensitivity	No Limitation
Subjective Symptom Limitation	No Limitation
Return to Work Incentive	Included
Trial Work Days	Unlimited
Rehabilitation Benefits	Included
Health and Welfare Deductions Service	Excluded

For additional descriptions, see Key Definitions and Provisions section below.

Long Term Disability Rate Summary

Coverage	Monthly Gross Benefit	Monthly Rate per \$100 of Monthly Gross Benefit	Monthly Premium
LTD	\$862,909	\$0.630	\$5,436

Rates are guaranteed for 1 year.

Rates are only valid if the product is sold as part of this package

***This proposal assumes all eligible persons are insured and that premiums are paid on a pre-tax basis.**

Long Term Disability Commission Summary

Rates are Net of Commission

Included New York Life Group Benefit Solutions Programs And Services*

- **Employee Assistance & Wellness Support** - Emotional support for you and your family members at no additional cost. Access available 24 hours a day, seven days a week. Includes work/life assistance, coaching, online articles, resources and videos.
- **Financial, Legal & Estate Support** - Professional support for all types of pressing financial, legal, or estate issues; includes law consultations, tax consultations, credit and tax questions and much more. Assistance includes identity theft and fraud resolution services, online tools for state-specific wills as well as other important legal documents.^{1>}

* Employee Assistance & Wellness Support, Financial, Legal & Estate Support and Health Care Support are not available under policies insured by New York Life Group Insurance Company of NY.

<1 These programs are NOT insurance and do not provide reimbursement for financial losses. Some restrictions may apply. These services are provided exclusively by ComPsych® Corporation. Customers are required to pay the entire discounted charge for any discounted products or services available through these programs. Some services are available at the option of the employer for an additional cost. Programs are provided through third party vendors who are solely responsible for their products and services. Full terms, conditions and exclusions are contained in the applicable client program description and are subject to change. Program availability may vary by plan type and location and are not available where prohibited by law. These programs are not available under policies issued by New York Life Group Insurance Company of NY.>

Quality Service And Simplified Administration

- **Dedicated Account Managers** to oversee plan design effectiveness; provide ongoing consultative analysis and make recommendations to optimize productivity/minimize costs.
- **Dedicated Implementation Coordinators** to help ensure easy plan setup, answer questions, resolve issues and drive employee awareness and education through marketing and communications.
- **Dedicated Clinical and Expert Resources** which includes over 800 disability claim managers in four offices, 80 medical professionals, 9 medical directors, 35 vocational professionals, 65+ intake specialists and access to over 1,100 nurses and 500 doctors representing over 40 clinical specialties.
- **Comprehensive Reporting and Online Tools** to help make informed decisions and manage costs.
- **Verbal Authorization and Telephonic Intake** - Employees calling to report a disability claim can provide authorization to access medical information using a secure, confidential interactive voice response system, which allows for faster disability claim processing.
- **Pre-disability Vocational Services** - help employees with physical/psychological limitations that are at increased risk of a disability get the support they need to stay productive and on the job.
- **Social Security Advocacy** - program offers expert resources to help qualified employees apply and be approved for Social Security Disability Insurance.
- **NYL GBS' "Work Wellness" Website** <http://www.nyl.com/workwellness> is an online resource for customers which includes useful information on disability and return to work, general information on family medical leave, managing their particular health condition at work and more.

Disability Contract Features

- **Return to Work Incentive Benefit**
For the first 24 months of the benefits payable - allows an individual through a combination of work earnings and disability benefit, the potential to obtain 100% of pre-disability income.
- **Use of Trial Work Days**
NYL GBS offers an unlimited number of days an employee can attempt to return to work without extending the elimination period.
- **Rehabilitation Program**
Rehabilitation expenses (which can include expenses for medical, education, moving, family care or other) are paid for at NYL GBS' discretion. No rehabilitation expense cap exists in our contract.
- **FICA Services**
NYL GBS offers three level of service for Employer Paid business - Self-report and pay, FICA reimbursement and FICA match - to accommodate the specific needs of our disability clients.
- **Integration With Other Income Sources Benefits are Reduced by Amounts Paid by the Following:**
 - Social Security with other government retirement and disability programs
 - Sick leave or salary continuance paid by the Employer
 - Mandatory "no fault" auto wage loss

- Employer-funded retirement benefits (excludes 401(k) and supplemental plans)
 - Franchise or group disability plans
 - Worker's compensation
 - Damages for wage loss payable by third parties
 - Income from employment (subject to return to work incentive)
- (Government and worker's compensation subject to assumed receipt)

● **Maximum Benefit Period**

This is the maximum length of time for which we will pay Disability Benefits to a disabled employee. Benefit payments may end earlier if the employee no longer qualifies under the terms or conditions of this policy.

The later of the Employee's SSNRA* or the Maximum Benefit Period listed below.

Age at Start of Disability

age 62 or younger
 age 63
 age 64
 age 65
 age 66
 age 67
 age 68
 age 69 or older

Maximum Benefit Duration

the employee's 65th birthday or the 42nd monthly disability benefit
 the 36th monthly disability benefit
 the 30th monthly disability benefit
 the 24th monthly disability benefit
 the 21st monthly disability benefit
 the 18th monthly disability benefit
 the 15th monthly disability benefit
 the 12th monthly disability benefit

Proposal Provisions

- **This is not a contract...**

This proposal outlines some of the important features of the proposed group insurance program. The controlling provisions will be in the group insurance policy, and this proposal is not intended in any way to modify the provisions or their meanings.

If you decide to purchase the plan proposed here, we will send you a policy that fully describes all of the provisions of the paid family and medical leave, group disability insurance coverage to which you and Life Insurance Company of North America (New York Life) have agreed.

To accept the terms of this proposal, you must notify New York Life Group Benefit Solutions of your acceptance by that date, and pay premium equal to the Total Basic Estimated Monthly Cost on the Schedule of Benefits Summary. This proposal may be withdrawn by NYL GBS at any time before acceptance.

- **Eligibility**

NYL GBS' eligibility requirements assume that employees are working on a full-time basis, and citizens of the United States, and working in the United States. Part-time, seasonal, temporary, contracted, leased or severed employees are not eligible, unless otherwise noted.

Employee eligibility for Paid Family and Medical Leave is based on the requirements of the applicable state(s).

- **Policy on Rate Changes**

The rates and fees quoted within the proposal are based on information furnished to NYL GBS for the purpose of developing a proposal of group insurance. NYL GBS has assumed that the demographic and plan design information provided will be an accurate representation of your company at the time of implementation. Premium rates are guaranteed as noted in the product schedule of benefits. These rates and the guarantee assume that the number of eligible or insured employees does not change by more than 10% from the date of the census provided.

- **Policy on Contractual Language**

NYL GBS' contract language will be used without modification. NYL GBS will attempt to match the intent of disclosed policy provisions at the time of quote, but will not duplicate the existing policy language.

Fully Insured Paid Family and Medical Leave language will follow the language provided by and approved by the applicable state(s) governing entity.

- **Medical Underwriting Status**

Medical Underwriting Activity Status Reports are sent to the location(s) designated by the employer and are typically distributed on a monthly basis. If online Medical Evidence of Insurability is quoted, Medical Underwriting Activity Reports (reporting status of medically underwritten coverage) are sent electronically to the employer and are typically distributed on a weekly basis. *Not applicable to DBL/PFL or Paid Family and Medical Leave.

- **Producer Compensation**

NYL GBS may have entered into, or may enter into, agreements with producers, under which the insurance company compensates producers for providing marketplace intelligence and other services intended to enhance the effectiveness of the insurance company's business. NYL GBS may also invite producers to participate in events sponsored by the insurance company for the same purposes.

Any compensation paid may be based on meeting targets for new business production and persistency, and, if paid, is funded from the insurance company's overhead and is based on the producer's overall book of business with the insurance company. Any such payments are separate from commissions and, if applicable, will be included in ERISA Form 5500, Schedule A information provided by the insurance company.

- **Assumptions**

Prices quoted for employer paid and voluntary/employee paid benefits are offered as a package. It is possible that a portion of the cost of employer paid insurance is borne by premiums for voluntary/employee paid insurance. When we provide such a quote it presumes that packaged coverages are part of a single ERISA plan. Upon request, we can quote on an alternative basis.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 24, 2024		
Agenda Item Name		
Dispatch Agreement Renewal		
Requested Action		
Request approval for renewal of the Dispatch Services Agreement between Lake County Sheriff's Office and the City of Clermont, Clermont Police Department for year 2024 to 2025. The Lake County Sheriffs Office provides Dispatch services with a dedicated line solely for the city of Clermont Police Department.		
Staff Report		
Requesting approval for the renewal of the Dispatch Services Agreement between the Lake County Sheriff's Office and the City of Clermont for Lake County to provide dispatch services from October 1, 2024 to September 30, 2025 within the corporate limits of the city as provided for in the attached agreement.		
Additional Analysis		
Fiscal Impact Summary		
The annual cost of this agreement in the amount of \$549,744.00 to be paid in quarterly increments of \$137,436.00 beginning October 1, 2024 from account 10521-53400 Dispatch Services.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$549,774.00	10521-53400 Dispatch Services	\$549,744.00
Exhibits Attached (copies of original agreements)		
1. LCSO Dispatch Agreement	LCSO Dispatch Agreement.pdf	

**AGREEMENT FOR LAW
ENFORCEMENT DISPATCH SERVICES**

This Agreement for Law Enforcement Dispatch Services (hereinafter "AGREEMENT") is made and entered into by and between Peyton C. Grinnell, as Sheriff of Lake County, Florida, (hereinafter "SHERIFF") and The City of Clermont, a municipal corporation existing pursuant to the laws of the State of Florida, its successors and assigns through its City Council (hereinafter CITY) (collectively SHERIFF and the CITY being the "PARTIES").

WITNESSETH:

WHEREAS, the CITY has sought to maintain a high level of professional police telecommunication services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY recognizes the continued escalation of costs to the CITY for the provision of such services and wishes to continue to minimize the cost of government for the benefit of the citizens of the CITY; and

WHEREAS, the CITY desires to continue to maintain competent professional law enforcement dispatch services in conjunction and in harmony with its program of fiscal responsibility; and

WHEREAS, the CITY desires to contract with the SHERIFF for performance of law enforcement dispatch services within the corporate limits of the CITY; and

WHEREAS, the SHERIFF is willing to augment his telecommunications staff to provide such services to the Clermont Police Department and the citizens of Clermont; and

WHEREAS, having a desire to contract for such services upon the terms and conditions set forth within this AGREEMENT, the City Council of the CITY authorizes the SHERIFF to render law enforcement dispatch services within the corporate limits of the CITY by the SHERIFF; and

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and payments hereinafter contained, the PARTIES agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Law Enforcement Dispatch Services. The SHERIFF shall provide to the CITY, for the term indicated in this AGREEMENT, competent professional law enforcement dispatch services within and throughout the corporate limits of the CITY under the authority given the SHERIFF by the laws of the State of Florida, by providing police dispatch service each day of

the year on a twenty-four (24) hour per day basis. The CITY agrees and understands (i) the SHERIFF may or may not, in his sole discretion, provide a dedicated channel solely for the CITY'S law enforcement dispatch services and (ii) the SHERIFF may or may not, in his sole discretion, provide a channel for CITY's law enforcement dispatch services shared by and with other law enforcement agencies. Within five days after the effective date of this Agreement, the CITY shall establish its own phone line dedicated to and for after-hours emergencies and issues not requiring law enforcement services including City building, right-of-way, and utility issues (i.e., power, water, and sewer disruptions in service).

Section 3. Compensation. The CITY will pay SHERIFF the initial sum of four hundred eighty-four thousand two hundred dollars and no cents (\$484,200.00) for the first annual term of dispatching services provided pursuant to this AGREEMENT. Such compensation shall be invoiced by SHERIFF in equal quarterly installments of \$121,050.00 beginning October 1, 2023. Thereafter, the CITY will pay SHERIFF the sum of five hundred forty-nine thousand seven hundred forty-four dollars and no cents (\$549,744.00) for dispatching services provided pursuant to this AGREEMENT. Such compensation shall be invoiced by SHERIFF in equal quarterly installments of \$137,436.00 beginning October 1, 2024. Invoices shall be paid within fifteen (15) days of receipt. This amount is based on the Florida Legislature's Office of Economic and Demographic Research stated population for the CITY in 2022 of 45,812 at \$12 per person (45,812 x \$12 = \$549,744.00). The amount of compensation owed under the contract will be automatically adjusted on October 1, 2025. The amount of the automatic adjustment will be based on the Florida Legislature's Office of Economic and Demographic Research Office's published population estimate for the CITY on April 1, 2025, times \$12 per person.

Section 4. Personnel. The CITY shall not be required to assume any liability for direct payment for any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the SHERIFF performing the services, duties and responsibilities pursuant to this AGREEMENT for the benefit of the CITY and its residents or any other liabilities whatsoever unless otherwise specifically provided herein. This provision shall in no way be construed as being for the benefit of any third party or as a waiver of sovereign immunity on the part of the CITY.

Section 5. Performance of Services by SHERIFF. Beginning on October 1, 2023, the SHERIFF shall have and maintain the responsibility for the control and rendition of all law enforcement services, duties and responsibilities described and contemplated in this AGREEMENT.

Section 6. Sovereign Immunity. The PARTIES agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. The PARTIES agree that the determination of the CITY for the SHERIFF to provide police dispatch services by this AGREEMENT is an exercise of the legislative planning function of the CITY and that at no time after the Sheriff employs the dispatchers shall the CITY exercise any specific operational control over the activities of any of the telecommunicators, their supervisors, deputy sheriffs or other personnel of the SHERIFF nor shall the CITY perform or undertake any acts that are over and above a planning level function with regard to the administration of law enforcement dispatch services within the CITY during the term of this AGREEMENT.

Section 7. Liability Insurance for Official Acts. Upon employment, the personnel appointed and employed by the SHERIFF shall be covered in all respects, as are other members of the SHERIFF'S office through the SHERIFF'S insurance.

Section 8. Term. This AGREEMENT shall take effect on October 1, 2023 (effective date of this agreement) and shall terminate at midnight on September 30, 2026. This AGREEMENT may be unilaterally terminated by the SHERIFF or by the CITY with or without cause or reason so long as the effective date of termination is preceded by a one hundred and twenty (120) day written notice to the other party.

Section 9. Renegotiation. The PARTIES agree that if substantial change(s) occur during the term of this AGREEMENT the PARTIES may attempt in good faith to renegotiate the terms of this AGREEMENT, however, unless otherwise agreed to in writing, all terms stated in this AGREEMENT shall remain as stated herein.

Section 10. AGREEMENT. For and in consideration of the mutual benefits herein contained, the sufficiency of which is hereby acknowledged, the PARTIES agree the SHERIFF and the CITY may extend the term of this AGREEMENT subject to negotiations relative to the terms, conditions and consideration between the PARTIES. If the PARTIES elect to extend this

AGREEMENT, it shall be reduced to writing with same formality and equal dignity as this AGREEMENT.

Section 11. Governing Law. This AGREEMENT and all of the rights and obligations of the PARTIES hereto shall be governed and construed according to the laws of the State of Florida. The PARTIES further agree that jurisdiction regarding the rights and obligations of either party under this AGREEMENT and any litigation resulting therefrom shall be exclusively in the Fifth Judicial Circuit in and for Lake County, Florida.

Section 12. Notices.

- A. All notices, demands or other writings required to be given or made or sent pursuant to this AGREEMENT, or which may be given or made or sent by either party to the other, shall be deemed to have fully been given or made or sent when in writing and addressed as follows:

SHERIFF	CITY
Peyton C. Grinnell, Sheriff	Brian Bulthuis, City Manager
Lake County Sheriff's Office	City of Clermont
Attn: General Counsel	685 W. Montrose St.
360 West Ruby Street	Clermont, FL 34711
Tavares, FL 32778	

- B. All notices required, or which may be given hereunder shall be considered properly given if: (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by private overnight letter delivery company. Any notice shall also be sent by email to the City Manager and the Sheriff's General Counsel.
- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.
- D. The PARTIES may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filling of notice hereunder.

Section 13. Amendments. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document by the PARTIES with the same formality and of equal dignity of this AGREEMENT.

Section 14. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the PARTIES agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the PARTIES have made and executed this AGREEMENT on the respective dates under each signature. The CITY, through its City Council, signing by and through its Mayor, authorized to execute same by council on the ____ day of _____, 2023, and Peyton C. Grinnell, as SHERIFF of Lake County, Florida.

CITY

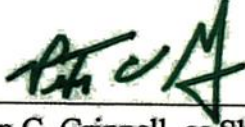
On this ____ day of _____, 2023

SHERIFF

On this 22 day of Aug, 2023

BY: _____

Tim Murry, as Mayor
of City of Clermont

BY:  _____

Peyton C. Grinnell, as Sheriff
of Lake County, Florida

Attest: City Clerk: _____

Tracy Ackroyd Howe



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 24, 2024		
Agenda Item Name		
Valencia College Facility Sublicense Agreement Renewal		
Requested Action		
Request approval for renewal of the Valencia College Facility Sublicense Agreement between Valencia College and the City of Clermont, Clermont Fire Department for year 2025 Calendar Year.		
Staff Report		
Request approval for renewal of the Valencia College Facility Sublicense Agreement between Valencia College and the City of Clermont, Clermont Fire Department to provide access to Valencia College's Central Florida Fire Institute for facility training from January 1, 2025, through December 31, 2025. The agreement grants access from the Clermont Fire Department to Valencia College's fire training facility areas, props, and live fire training structures free of the hourly/daily rental rates. Additionally, the agreement provides a 20% discount on tuition for all fire classes and professional development courses at the college for department members.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$10,200	10522-55400, Subscriptions and Dues	\$22,945
Exhibits Attached (copies of original agreements)		
1. Clermont FD License Agreement (7-9-24)	Clermont FD License Agreement (7-9-24).docx	

FACILITY SUBLICENSE AGREEMENT

This **FACILITY SUBLICENSE AGREEMENT** (“**Agreement**”), is made effective as of this 01 day of October 2024 by and between the **CLERMONT FIRE DEPARTMENT**, whose address is 439 W. Highway 50, Clermont, Florida, 34711, hereinafter referred to as “**Agency**”, and **THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA**, a political subdivision of the State of Florida, whose address is 1800 South Kirkman Road, Orlando, Florida 32811, (“**Valencia**”).

WITNESSETH

WHEREAS, Valencia has entered into a license agreement (the “**License Agreement**”), attached to and incorporated herein as **Exhibit "A,"** with the School Board of Orange County, Florida, to use a portion of the facilities at Orange Technical College, located at 2900 W. Oak Ridge Road, Orlando, Florida 32809, more particularly described in **Exhibit “B”**, attached to and incorporated herein (the “**Facility**”) to operate or cause the operation of the Fire Rescue Institute at Valencia such Facility formerly used and operated solely by the Central Florida Fire Academy in accordance with a prior interlocal agreement; and

WHEREAS, Valencia wishes to grant a nonexclusive sublicense to Agency and give permission to Agency to enter onto the Facility and use the Facility for fire training purposes subject to and in accordance with this Agreement, the License, and the Interlocal Agreement, all as amended from time to time.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agency and Valencia hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Grant of Sublicense.

(a) Subject to the terms and conditions of this Agreement, the License, and the Interlocal Agreement, all as amended from time to time, Valencia grants to Agency and its employees a temporary, nonexclusive and revocable sublicense to use the Facility, and parking spaces located on the Orange Technical College property outside of the Facility in numbers and locations as determined by Valencia, solely to use the Facility for fire training purposes on days and at times scheduled by Valencia throughout the Term. This Agreement creates a permissive use only and shall not operate to create or vest any real property rights in Agency.

(b) Agency may not grant sublicenses to third parties to use the Facility for any purpose.

(c) Agency's use of the Facility shall not unreasonably interfere with the School Board of Orange County's operation of Orange Technical College.

3. **Term.** Unless terminated earlier as provided by this Agreement or otherwise as agreed to in writing by the parties hereto, the term of this Agreement shall expire on December 31, 2025 (the "Term").

4. **Fees.** Agency shall pay the fees of \$119.10 per firefighter employed by Agency to Valencia by October 1st each year. Valencia must notify all agencies of any change of the fee by April 1st.

5. **Maintenance Responsibilities.**

(a) Except for parking spaces provided for Agency's use as part of the sublicense granted pursuant to the License Agreement between Valencia and the School Board, Agency shall, at no cost to Valencia, proportionately cause to be maintained the Facility as Valencia deems necessary and appropriate during the Term of this Agreement, including the performance of operations, maintenance and repairs to the Facility necessary to eliminate disruption to the School Board of Orange County's operation of Orange Technical College, except that Agency shall remediate a hazardous substance spill, release, or discharge on, in, under or from the Facility attributable solely to Agency's use of the Facility ("Hazardous Material Remediation") in a manner reasonably acceptable to Valencia.

(b) If Agency fails after twenty (20) business days' written notice to proceed with due diligence to perform, or cause to be performed, maintenance or to make repairs required for the specific purposes of Hazardous Material Remediation the same may be made by Valencia at the expense of Agency and the reasonable expenses thereof incurred by Valencia shall be paid to Valencia as additional fees within thirty (30) days after rendition of a bill or statement therefor. Agency hereby grants to Valencia the right to enter the Facility at reasonable times to perform such repairs upon not less than two (2) business days (except in cases of emergency) advance notice to Agency. Except in cases of emergency, Valencia agrees to make reasonable efforts to minimize any interference with Agency's operations caused by such entry and to coordinate such entry in advance with Agency's academic and training schedule.

(c) Agency is authorized to inspect the Facility prior to its use pursuant to this Agreement. Agency is aware, understands and agrees that the Facilities are sublicensed by Valencia to Agency in an "AS IS" condition without warranty or representation, express or implied, and the Agency hereby agreeing, acknowledging and affirming to Valencia that the Agency has had full opportunity to inspect, and accepts the Facilities in an "AS IS" condition. Agency understands and acknowledges that Valencia hereby expressly disclaims any and all warranties, whether express or implied, with respect to the Facilities, including without limitation, any warranty of habitability, warranty of merchantability, or warranty of fitness for a particular use. It is the Agency's intention to give up, waive, and relinquish all rights to assert any claim, demand, or lawsuit of any kind with respect to the condition of the Facilities, including without limitation the improvements, the real property, or the personal property sublicensed or otherwise provided for Agency's use hereunder. Valencia will not be required to make any repairs or pay any expenses concerning the operation and maintenance of the Facilities.

(d) Should there arise during the term of this Agreement the need for other than ordinary usual repairs, which would result in costs in excess of Valencia's budgeted expenses, and Valencia is unable or unwilling to provide for such repairs to restore the Facilities to a safe and usable condition, then either party may cancel this Agreement without further obligation to make such repairs or otherwise reconstruct the Facility. In the event this Agreement is cancelled pursuant to this subsection, neither party shall be required to be responsible for payment of the expenses.

6. Utilities. Agency's use of water and sewer, electricity, gas and all other applicable utilities shall be metered and billed by the utilities directly to Valencia. In the event any of these utility charges, as directly attributable to Agency's use of the Facility, such as an exorbitant amount of water usage for training drills, are billed to Valencia, Agency shall be obligated to reimburse the Valencia for these charges as billed to the Valencia. All such reimbursement payments shall be paid no later than thirty (30) days after the Valencia provides Agency written notice of all amounts due and copies of supporting invoices from the utility provider.

7. Indemnification and Insurance. The Parties hereby acknowledge that Agency is a governmental entity in the State of Florida. Without waiving its sovereign immunity, and if and to the extent permitted by law, Agency shall be liable for all bodily injury and property damage attributable solely to its negligent acts or omissions, or those of its employees acting within the scope of their employment. Under no circumstances shall Agency be liable to or for the negligent acts of Valencia or any person employed by Valencia or under the direction of Valencia. Neither party shall have tort liability for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.29 of the Florida Statutes. The foregoing shall not constitute an agreement by the Agency to assume any liability for the acts, omissions and/or negligence of any third party. Valencia shall be named as additional insured or a loss payee on all policies of insurance that the Agency carries or is self-insured for with regard to worker's compensation, general liability, errors and omissions, administrative defense and automobiles. Upon request, Agency shall provide either a Certificate of Insurance evidencing such insurance or a Certificate of Self-insurance. Nothing contained in this Agreement shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of a Party to be sued; or (iii) a waiver of sovereign immunity of a Party beyond the waiver provided in law.

8. Compliance with Laws, Regulations, and Policies. Valencia and Agency shall, to the extent applicable to each party's respective obligations hereunder, throughout the Term, promptly comply, or cause compliance, with all laws and ordinances and the orders, rules, regulations and requirements (individually and collectively, the "Legal Requirements") of all federal, state, county and municipal governments and appropriate departments, commissions, boards subdivisions, and officers thereof (individually and collectively, the "Governmental Authorities"), and with requirements of the State Fire Marshal which may be applicable to the Facility, or the use or manner of use thereof.

9. Hazardous Materials.

(a) Agency agrees to refrain, and to prevent its employees and contractors from bringing any Hazardous Materials onto the Facility in violation of any Legal Requirement. Agency hereby covenants and agrees, subject to the provisions of Florida Statutes §768.28 and without

waiving any sovereign immunity, to indemnify, defend and hold Valencia harmless, if and only to the extent permitted by law, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any Hazardous Materials in, on or about the Facility at any time resulting from the acts or omissions of Agency, its employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above, if and only to the extent permitted by law, shall specifically cover any investigation, monitoring and remediation costs. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

(b) In the event, during the term of this Agreement, there is a spill, release, or other discharge of any hazardous substance on, in, under, or from the Facility, then, in addition to the provisions of any of the Legal Requirements requiring notice of such spill, release or other discharge, Agency shall immediately notify Valencia of such spill, release, or other discharge. Such notification shall be made by telephone and in writing, and, as soon as possible after such spill, release, or other discharge, Agency shall also provide a written follow-up notice providing Valencia with complete information concerning such spill, release or other discharge.

(c) For the purposes of this License, “hazardous substances or materials” shall mean (i) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; (ii) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, *et. seq.*; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any Environmental Law, (iv) petroleum or petroleum substances; (v) asbestos in any form or condition; (vi) polychlorinated biphenyl (PCBs) or substances or compounds containing PCBs; and (vii) hazardous substances as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

(d) Agency will immediately notify Valencia, and provide copies upon Agency’s receipt, of all written complaints, claims, citations, demands, inquiries, reports, or notices alleging a spill, release, or discharge of any hazardous substance on, in, under, or from the Facility by Agency, employee, or independent contractor of the Agency during the term of this Agreement, or any extension thereof. To the extent specifically required by any of the other provisions of this Agreement, Agency shall promptly resolve any of those actions and proceedings to the satisfaction of Valencia

10. Notices. All notices required under this Agreement shall be in writing and shall be given by hand delivery, acknowledged electronic transmission or United States mail, first class postage prepaid, addressed as follows (or to any such other address or office as either party may designate in writing).

Agency:

Copy to:

Valencia:

Valencia College

1800 S. Kirkman Rd. Orlando, Florida 32811
Attention: Dr. Kathleen Plinske, President
Telephone: (407) 582-3400

Copy to: Valencia College
1800 S. Kirkman Rd. Orlando, Florida 32811
Attention: William J. Mallowney, Esq., Vice President of Policy and
General Counsel
Telephone: (407) 582-3411

11. **Default/Termination.** This Agreement may be terminated by either party and be of no further force and effect, immediately upon the occurrence of any of the following events:

- (a). Failure of Agency to provide to Valencia in a timely manner fees as mutually agreed upon, or
- (b). Upon no less than ninety (90) days written notice stating the party's intent not to participate in or otherwise to terminate the Agreement for any reason whatsoever, or
- (c). Immediately upon written notice of termination for the reasons provided in Section 5. (d) relating to other than ordinary and usual repairs for which Valencia is unable or unwilling to provide, or
- (c). Failure of any party to observe, perform or comply with any of the material terms, covenants or conditions of this Agreement, or
- (d). Failure of the State of Florida to appropriate the funds necessary to operate the Facility or Institute, or
- (e). The Interlocal Agreement is terminated, Agency ceases to participate in the Interlocal Agreement, the Facility is rendered substantially inoperable by any cause or for any reason, or Valencia's License Agreement with the School Board of Orange County is terminated.

To the extent permitted by Federal and State Law, neither party shall be liable, whether contractually or in tort, for any consequential, special or indirect damages arising out of or in connection with this Agreement.

12. **Miscellaneous Provisions.**

(a) **No Other Parties.** This Agreement is solely for the benefit of the parties executing this Agreement and no rights are intended, nor shall any rights accrue, to any third party. Valencia shall not have the right to assign this Agreement, but may grant written, nonexclusive sublicenses to third parties to use the Facility as described herein.

(b) Assignments and Sublicenses. Valencia may issue nonexclusive sublicenses to other agencies, containing the same substantive terms and conditions as set forth herein.

(c) Binding on Successors. This Agreement shall run with the land and be binding on the parties, their successors and assigns and upon all entities operating for or on behalf of the parties to this Agreement.

(d) Governing Law. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida, with venue in Orange County, Florida.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all previous discussions, understandings and agreements with respect to those matters.

(f) Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

(g) Time of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

(h) Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and, when taken together, shall constitute one and the same agreement.

(i) Enforcement and Attorney's Fees. Any litigation arising out of this Agreement shall take place in the Circuit Court for Orange County, Florida and the prevailing party will be entitled to recover its reasonable attorney's fees and costs at trial and any and all appeals from the non-prevailing party.

(j) Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, Agency and Valencia have caused this Agreement to be executed on the respective dates set forth below.

“Agency”

_____,
a body corporate (or preferred description)
existing under the Constitution and laws of the
State of Florida.

ATTEST:

By: _____
Name, Title

By: _____
Name, Title

Approved as form and legality by the Office
of the General Counsel for the exclusive use
of Agency this ____ day of _____, 2024.

Reviewed and Approved by Agency, Title
this ____ day of _____, 2024.

By: _____
Name, Title

By: _____
Name, Title

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this ____ day of _____, 2024 before me, personally appeared Name, Title, and Name, Title, of Agency, a public corporate body organized and existing under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of said body corporate is duly affixed thereto, and the said conveyance is the act and deed of said body corporate.

Witness my hand and official seal this ____ day of _____, 2024.

(Notary Seal)

Notary Signature

Print: _____

“VALENCIA”

THE DISTRICT BOARD OF TRUSTEES
OF VALENCIA COLLEGE, FLORIDA

By: _____
Printed Name: _____

By: _____
Printed Name: _____

By: _____
Printed Name: _____

Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of Valencia Community College, who produced _____ as identification or is personally known to me and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

ORANGE TECHNICAL COLLEGE FACILITIES and Eric Olson Bus Compound

Lots 36 and 45 and the West 2/3 of Lots 35 and 46, The McKoy Land Company Subdivision of Section 21, Township 23 South, Range 29 East, according to the plat thereof as recorded in Plat Book F, Page 48, Public Records of Orange County, Florida;

AND

The Northwest ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

The West 2/3 of the Northeast ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

Block .A. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida as vacated by Resolution recorded in Book 3810, Page 3501;

AND

Block .B. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida.

Together With vacated road vacated by Certificate recorded September 19, 1958 in Book 428, Page 30, if any, lying within the Southwest ¼ of Section 21, Township, 23 South, Range 29 East, Orange County, Florida and east of John Young Parkway right-of-way;

And Together With vacated road vacated by Certificate recorded April 19, 1963 in Book 1189, Page 492 as is contained within the above-described property;

And Together With vacated road vacated by Certificate recorded July 7, 1967 in Book 1647, Page 571 and corrective Certificate recorded August 8, 1967 in Book 1655, Page 1002, if any, lying east of John Young Parkway right-of-way and west of the above-described property.

Less and Except rights-of-way on north and west in Deed Book 554, Page 410, Book 234, Page 448, Book 1256, Page 26, and Book 4262, Page 1155

All lying west of the right-of-way of Chancellor Drive as established in Right-of-Way Deed recorded in Book 2639, Page 495.

EXHIBIT “B”

PORTION OF ORANGE TECHNICAL COLLEGE FACILITIES OCCUPIED BY VALENCIA TO OPERATE A FIRE TRAINING FACILITY

The area identified as being located within the fenced-in area at the property known as Orange Technical College which area shall include the following facilities and their approximate square footage:

- TOWER
- APPARATUS BAY
- BURN BUILDING
- SIX (6) PORTABLES (4 CLASSROOM, 1 OFFICE AND 1 EQUIPMENT)

In addition, there shall be sufficient sections of parking identified by mutual agreement of the parties to provide parking for the benefit and use of Valencia which shall not impact the School Board’s use and operations of Orange Technical College. To the extent feasible, sufficient signage shall be provided to identify the areas of parking designated for Valencia’s use.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, September 24, 2024		
Agenda Item Name		
Resolution No. 2024-035R <i>Parks & Recreation and Utility Billing Fees</i>		
Requested Action		
Approve the amended fee schedule for Parks & Recreation and Utility Billing Fees.		
Staff Report		
Staff recommends the following updates to the fee schedule effective on October 1, 2024. <i>Parks & Recreation</i> Staff have identified some fees related to the Arts & Recreation Center that are no longer used or can be removed for clarity. Specifically, Section 4, lines 76 through 81 and lines 98 through 103 have been marked for removal. Additionally, staff would like to add Friday to Sunday specific fees as a result of a regular review of comparable facilities and in order to charge a fair market rate. This can be seen in several lines in Section 4, from line 73 to 113. <i>Utility Billing</i> The City of Clermont Utility Billing Department is recommending an adjustment to the Water Meter Installation Fee, Utility Service Deposit, and the Meter Tampering Fee. The Water Meter Installation information and pricing is outdated on the current fee schedule. All of our meters are now cellular meters, and we have two new options for meters that can be installed. The fee includes the cost of the meter plus staff labor for installation. This update can be seen in Section 4, line 36. The deposit fee has been \$130 since at least the year 2000. The deposit is collected when a new customer signs up for service in order to provide coverage to the city on unpaid final bills. This revision will be inline with current average bills, and help minimize unpaid balances sent to collection agencies. The adjustment is shown on Section 7, line 38 of the fee schedule. Staff recommends an adjustment to the Meter Tampering Fee in order to further discourage the removal, adjustment, or tampering with city meters. The number of occurrences where the tampering fee was applied increased from 43 during calendar year 2021 to 161 during calendar year 2023. This adjustment is shown in Section 7, line 41.		
Additional Analysis		
Fiscal Impact Summary		
The impact is expected to be an increase in revenues collected. The total impact will be based on the number of occurrences, and is designed to cover city obligations and expenditures.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-035R - Parks & Rec and Utility Billing w Attachment A	2024-035R - Parks & Rec and Utility Billing w Attachment A.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2024-035R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR PARKS & RECREATION AND UTILITY BILLING; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 101.177, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

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

SECTION 1.

The City Council does hereby amend the City of Clermont Fee Schedule for Parks & Recreation and Utility Billing (attachment A), with strikethroughs indicating the removal of language and double underlines indicating the addition of language.

SECTION 2.

All parks & recreation and utility billing fees set forth in the Comprehensive Fee Schedule are subject to Federal, State and local sales taxes as applicable.

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.



CITY OF CLERMONT
RESOLUTION NO. 2024-035R

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 on October 1st, 2024.



CITY OF CLERMONT
RESOLUTION NO. 2024-035R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 24th day of September 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

ATTACHMENT A

Portions of the Comprehensive Fee Schedule

Section 4 - Park and Recreation Fees			
		City Resident/ Non-Profit	Non-City Resident
<u>Arts and Recreation Center</u>			
<u>Gymnasium Rental Rates</u>			
73	Full Court		
	<u>Monday - Thursday, Per Hour</u>	\$55.00	\$75.00
	<u>Friday - Sunday, Per Hour</u>	<u>\$60.00</u>	<u>\$85.00</u>
74	Refundable Deposit	\$200.00	\$200.00
<u>Outdoor Field Rental Rates (Per Hour)</u>			
75	Bahia Grass Field	\$15.00	\$25.00
<u>Main Stage Rental Rates</u>			
76	Ticketed Performance Rental— One (1) Day (In Season)	\$4,250.00	\$4,250.00
77	Ticketed Performance Rental— One (1) Day (Off Season)	\$3,000.00	\$3,000.00
78	Main Stage Second Show Per Day (In Season)	\$1,500.00	\$1,500.00
79	Main Stage Second Show Per Day (Off Season)	\$1,000.00	\$1,000.00
80	Additional Day Main Stage Rental (In Season)	\$2,000.00	\$2,000.00
81	Additional Day Main Stage Rental (Off Season)	\$1,500.00	\$1,500.00
82	Vendor Package (4 Hours) (includes Lobby, room & stage, podium, chairs, 50 8ft. tables)	\$1,000.00	\$1,200.00
83	Vendor Package (8 Hours) (includes Lobby, room & stage, podium chairs, 50 8ft. tables)	\$2,000.00	\$2,400.00
84	Vendor Package (Per Hour)	\$250.00	\$300.00
84	<u>76 Vendor Package</u> <u>Includes Lobby, room & stage, podium chairs, and</u> <u>50 8 ft. tables</u> <u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$250.00	\$300.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$275.00</u>	<u>\$330.00</u>
85	Banquet Package (4 hours) (includes Lobby, room & stage, podium, commercial kitchen, seating for 560, 55 72" banquet tables)	\$1,200.00	\$1,440.00
86	Banquet Package (8 hours) (includes Lobby, room & stage, podium, commercial kitchen, seating for 560, 55 72" banquet tables)	\$2,400.00	\$2,800.00
87	Banquet Package (Per Hour)	\$300.00	\$360.00

87	<u>77</u>	<u>Banquet Package</u> <u>Includes Lobby, room & stage, podium, commercial</u> <u>kitchen, seating for 560, 55 72" banquet tables</u> <u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$300.00	\$360.00
		<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$330.00</u>	<u>\$400.00</u>
	88	Theater Package (4 Hours) – Performance (includes Lobby, room & stage, podium, seating for 1100, Green Room and Rehearsal Room or Gym)	\$1,200.00	\$1,400.00
	89	Theater Package (8 Hours) – Performance (includes Lobby, room & stage, podium, seating for 1100, Green Room and Rehearsal Room or Gym)	\$2,400.00	\$2,800.00
	90	Theater Package (Per Hour) – Performance	\$300.00	\$360.00
90	<u>78</u>	<u>Theater Package, Performance</u> <u>Includes Lobby, room & stage, podium, seating for 1100,</u> <u>Green Room and Rehearsal Room or Gym</u> <u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$300.00	\$360.00
		<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$330.00</u>	<u>\$400.00</u>
	91	Theater Package (4 Hours) – Graduation/Service (includes Lobby, room & stage, podium, seating for 1,100)	\$1,000.00	\$1,200.00
	92	Theater Package (8 Hours) – Graduation/Service (includes Lobby, room & stage, podium, seating for 1,100)	\$2,000.00	\$2,400.00
	93	Theater Package (Per Hour) – Graduation/Service	\$250.00	\$300.00
93	<u>79</u>	<u>Theater Package, Graduation/Religious Service</u> <u>Includes Lobby, room & stage, podium, seating for 1,100</u> <u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$250.00	\$300.00
		<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$275.00</u>	<u>\$330.00</u>
	94	Stage (4 Hours) (includes stage use and general lighting)	\$400.00	\$480.00
	95	Stage (8 Hours) (includes stage use and general lighting)	\$800.00	\$960.00
	96	Stage (Per Hour)	\$100.00	\$120.00
96	<u>80</u>	<u>Stage</u> <u>Includes stage us and general lighting</u> <u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$100.00	\$120.00
		<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$110.00</u>	<u>\$135.00</u>
97	<u>81</u>	Refundable Deposit	\$1,000.00	\$1,000.00
	<u>Black Box Rental Rates</u>			
	98	Ticketed Performance Rental One (1) Day (In Season)	\$1,500.00	\$1,500.00
	99	Ticketed Performance Rental One (1) Day (Off Season)	\$1,000.00	\$1,500.00

100	Black Box Second Show Per Day (In Season)	\$500.00	\$500.00
101	Black Box Second Show Per Day (Off Season)	\$250.00	\$250.00
102	Additional Day Black Box Rental (In Season)	\$750.00	\$750.00
103	Additional Day Black Box Rental (Off Season)	\$500.00	\$500.00
104	<u>82 Theatre with General Stage Light and 1 Microphone</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$100.00	\$125.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$110.00</u>	<u>\$140.00</u>
105	<u>83 Refundable Deposit</u>	\$200.00	\$200.00
	<u>Other Rental Rates</u>		
106	<u>84 Kitchen</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$60.00	\$75.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$65.00</u>	<u>\$85.00</u>
107	<u>85 Kitchen Refundable Deposit</u>	\$200.00	\$200.00
108	<u>86 Clermont Room (2200 Square Foot Room)</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$60.00	\$75.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$65.00</u>	<u>\$80.00</u>
109	<u>87 Clermont Room Refundable Deposit</u>	\$200.00	\$200.00
110	<u>88 Citrus Room (600 Square Foot Room)</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$25.00	\$30.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$30.00</u>	<u>\$35.00</u>
111	<u>89 Classrooms (300 Square Foot Room)</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$15.00	\$20.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$20.00</u>	<u>\$25.00</u>
112	<u>90 Citrus Room and Classroom Refundable Deposit</u>	\$100.00	\$100.00
113	<u>91 Lobby</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$40.00	\$50.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$45.00</u>	<u>\$55.00</u>
114	<u>92 Rehearsal Room</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$40.00	\$50.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$45.00</u>	<u>\$55.00</u>
115	<u>93 Green Room/Dressing Room</u>		
	<u>Monday - Thursday, Per Hour, Minimum of 4 hours</u>	\$25.00	\$40.00
	<u>Friday - Sunday, Per Hour, Minimum of 4 hours</u>	<u>\$30.00</u>	<u>\$45.00</u>

Remainder of Items in Section 4 to be renumbered in sequential order from this point with no other changes being made

Section 7 - Utility Billing Fees

	<u>City Resident</u>	<u>Non-City Resident</u>
<u>Miscellaneous</u>		
36. Water Meter Installation/ Trade-In Allowance		
3/4" T-10 R450i	\$340/\$25	\$340/\$25
3/4" Short Lay R450i Mach 10	\$436/\$25	\$436/\$25
1" T-10 R450i	\$438/\$60	\$438/\$60
1" Mach 10 R450i	\$505/\$60	\$505/\$60
1.5" T-10 Flanged R450i	\$665/\$125	\$665/\$125
2" T-10 Flanged R450i	\$899/\$175	\$899/\$175
<u>5/8" R900 Cellular T-10</u>	<u>\$542.00</u>	<u>n/a</u>
<u>3/4" Short Lay R900 Cellular Mach 10</u>	<u>\$542.00</u>	<u>n/a</u>
<u>1" R900 Cellular T-10</u>	<u>\$614.00</u>	<u>n/a</u>
<u>1" R900 Cellular Mach 10</u>	<u>\$614.00</u>	<u>n/a</u>
<u>1.5" R900 Cellular T-10 Flanged</u>	<u>\$1,209.00</u>	<u>n/a</u>
<u>1.5" R900 Cellular Mach 10</u>	<u>\$1,209.00</u>	<u>n/a</u>
<u>2" R900 Cellular T-10 Flanged</u>	<u>\$1,377.00</u>	<u>n/a</u>
<u>2" R900 Cellular Mach 10</u>	<u>\$1,377.00</u>	<u>n/a</u>
3" or Larger	Determined by Director	Determined by Director
38. Utility Service Deposit - Residential	\$130.00	\$130.00
	<u>\$200.00</u>	<u>\$200.00</u>
41. Meter Tampering Fee	\$350.00	\$350.00
	<u>\$500.00</u>	<u>\$500.00</u>



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 24, 2024		
Agenda Item Name		
Flodash Event and Road Closure Request		
Requested Action		
Recommend approval of the event and road closure request for "Freedom 5k" on July 4, 2025.		
Staff Report		
FloDash Events is requesting a road closure for their annual Freedom 5k, on Friday, July 4, 2025, from 7:00 AM through 9:00 AM, throughout Downtown Clermont. The estimated event attendance is 1,000. Police and Public Works will be required. The event organizer will send letters to local residences and businesses regarding road closures. See Map for impacted roads and required posts/barricades • 7:00am All barricades and officers in position. All major intersections have been assigned to officers. Barricades on all intersections/ turns with or without officers. • The race starts at 7:30am. ALL ROADS CLOSED • By 8:00am all runners will be cleared off Osceola and 3rd Street. Officers from W Osceola and 3rd can relocate to 7th and W Osceola to prevent cars driving up towards the finish line. Officers from W Montrose and West can relocate to W. Minneola and West. • Runners stay on the trail through Victory Pointe until they exit on West and Minneola back on the streets to finish the route to Sun creek.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Freedom 25 Special Events Application v. 12 15 20 NEW (1)	Freedom 25 Special Events Application v. 12 15 20 NEW (1).pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date _____

Name of Event _____

Date(s) of Event _____ Estimated Attendance: _____

Event Start Time: _____ Event End Time: _____

Before Event Setup Time: _____ After Event Cleanup Time: _____

Name of Organization/Applicant _____

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization Resident Non Resident Non-Profit Business

Non-Profit documentation must be provided with application.

Tax Exempt Yes No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____

Event Contact _____ Email _____

Day Phone _____ Cell Phone _____

Address _____ City _____ State _____ Zip _____

Secondary Contact _____ Phone # _____

If this event is a fundraiser, who is the beneficiary? (provide contact information and address) _____

Briefly Describe Event: _____

Location of Event on City Property: Map 1 A B C D Map 2 Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: Yes No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: Yes No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: Yes No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: Generator Temporary Power Drop Property Power

Gas Fueled Equipment: Yes No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source Propane Natural Gas Diesel Fuel Gasoline

Cooking Equipment Use: Yes No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: Fryers Propane Grill Charcoal Grill Concession Trailer Food Trucks

Insurance may be required by provider

Rides: Yes No Ride Types: Mechanical Bounce Houses Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: Yes No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: Yes No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: Yes No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: Yes No

DJ, Band, Music or Sound Amplification Devices: Yes No

Describe: _____

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: Yes No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: Public Private Is another promoter/producer assisting with your event? Yes No

Will this event use other venues and/or municipalities such as Lake County? Yes No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? Yes No

Are you requesting the boat ramp be closed in order to be used for overflow parking? Yes No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: _____

DATE OF EVENT: _____

EVENT CONTACT: _____

REFUND MAILING ADDRESS: _____

Street Address

City _____ ST _____ Zip _____

CELL PHONE: _____

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Title

Printed Name

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



Approximate time per mile

Mile 1 7:35-7:53am

Mile 2 7:40-8:16am

Mile 3 7:45-8:39am

Race start 7:30am- Finish 8:45am

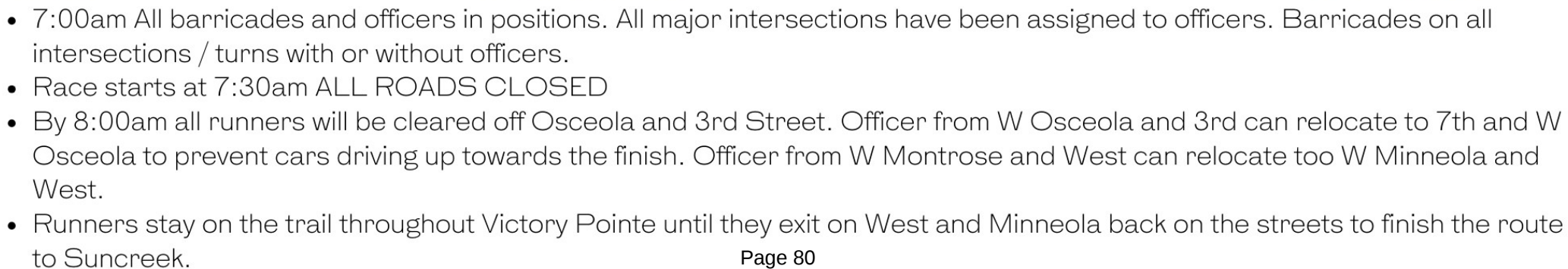


WATER STOPS

Mile .8 - W Osceola @ Kelly Park

Mile 1.8 - SL Trail by Salt Shacks steps

Mile 2.5 W Minneola & 8th





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 24, 2024		
Agenda Item Name		
Lien Reduction 1800 South US Hwy 27		
Requested Action		
Staff Report		
This request is for a lien reduction on a commercially zoned (C-2) parcel located at 1800 South US Hwy 27 (former Rusty Truck Restaurant). The parcel is owned by 708 Mace Avenue owners and is approximately 1 acre in size. The case started in February 2023 for several violations to include: signs, flags, disabled vehicle and a landscape requirement violation. A lien was created on October 16, 2023, with an amount owed of \$24,000 and continued to accrue until compliance was met on December 8, 2023. The parcel came into compliance after 176 days at a total amount owed of \$44,000.00. The parcel remains in compliance today. The applicant is proposing a lien payout of \$6,000.00 (approximately 13.5%) of the \$44,000.00 owed.		
Additional Analysis		
Fiscal Impact Summary		
The applicant is proposing a lien payout of \$6,000.00 (approximately 13.5%) of the \$44,000.00 owed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024 Landscape Pictures	2024 Landscape Pictures.docx	



AGENDA ITEM

Meeting Date	
Tuesday, September 24, 2024	
Agenda Item Name	
Variance Request 4469 Lions Gate Avenue	
Requested Action	
Recommend denial of the requested variance.	
Staff Report	
The applicant is requesting a variance to allow for a walkway constructed of concrete pavers to remain as existing for a single family residence located at 4469 Lions Gate Avenue in the Hartwood Landing Subdivision. The paver walkway has been constructed on both sides of the house within the required 5-foot side yard setback. Clermont Codes, Section 125-484, Planned Unit Development (PUD) Development Standards.	
 	
The survey indicates a side yard setback of 5 feet. This request would allow a paved solid walkway with rocks to be located up to the existing 6-foot PVC fence. In this case, the applicant has filled the entire side yard with pavers and decorative rocks, leaving a zero-foot setback. The applicant has installed gutters and a French drainage system to help prevent water damage to the single family structure.	
The survey identifies a utility easement on each side of the single family structure. The purpose of the utility easement is to ensure sufficient water runoff and prevent property flooding. The existing walkways may be considered intrusive and could impede the proper water runoff and drainage for the lot. All utility easements should remain free of this type of improvement or encroachments to ensure proper drainage. The applicant has provided HOA approval documents for the improvements.	
The Land Development Code, Section 101-246, requires a positive finding on all five review criteria for granting a variance. Staff has reviewed the application and supporting documents and finds the applicant does not meet the required positive findings for the provisions of the code. Therefore, staff recommends denial of the requested variance to the Clermont Codes.	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	101-246 Review Criteria 4469 Lions Gate Avenue Variance	101-246 Review Criteria 4469 Lions Gate Avenue Variance.pdf	
2.	LOCATION MAP	LOCATION MAP.pdf	
3.	Survey	Survey.pdf	
4.	Justification Letter with Photos	Justification Letter with Photos.pdf	
5.	HOA Letter of Approval	HOA Letter of Approval.pdf	
6.	Letters of Support	Letters of Support.pdf	
7.	Application	Application.pdf	
8.	4469 Lions Gate Avenue Variance_Legal Ad	4469 Lions Gate Avenue Variance_Legal Ad.pdf	

4469 Lions Gate Avenue -- Variance

The requirements for a variance are as follows:

“Sec. 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: *Our goal is to beautify our home and increase the value of our neighborhood. We are saving on water and creating a pathway that can be used our house, without bugs and weed from the grass. Our neighbors are ok with the project and the HOA has approved as well as some controls were implemented like French drains, rocks in the border within the fence and pavers soak up some water.*

Staff comments: *The variance request to allow for the pavers encroachment into the required 5-foot side yard setback could interfere with the property drainage and water runoff. The paver have been installed and the applicant is requesting a variance to allow the pavers to remain as existing. A permit was never approved for the installation of the paver walkway.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *Yes, we flowed the same pavers' style to provide a clean and continuous path with the same slope and angle on both sides.*

Staff comments: *The variance request would allow for the pavers to remain as installed. The pavers have been placed in the required 5-foot side yard setback which could interfere with proper and sufficient drainage for the lot and may be out of character with other homes in the neighborhood.*

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response:

Staff comments: *The requested variances to the Land Development Code may cause excessive water overflow onto the adjacent property owners and standing puddles of water due to insufficient drainage.*

Negative finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: *N/A*

Staff comments: *The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential lots.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

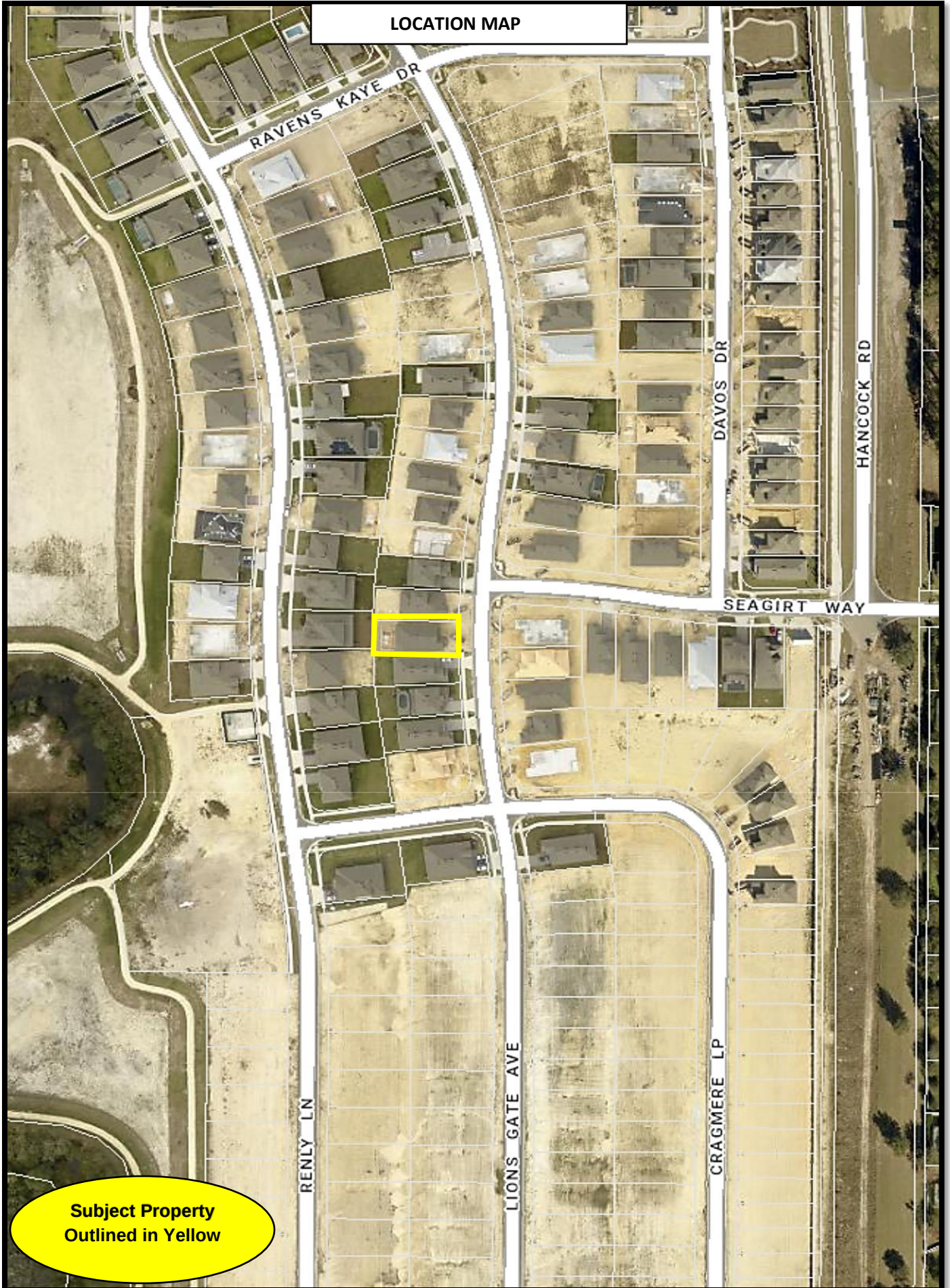
Applicant response: The granting of this variance will help the environment, saving water from irrigation and creating clear and usable place free from bugs and weeds. We were not able to use this rear before and not it is possible to walk and have friends coming to the pool without entering the home.

Staff comments: The installation of the pavers into the side yard setback which has been identified as a drainage easement on the survey may be considered as intrusive and could obstruct proper water runoff and drainage for the lot. The purpose of utility easement is to ensure sufficient lot drainage and prevent property flooding. Although pavers are considered pervious because of the ability for water to percolate, most easements should remain free of any type of improvements or encroachment.

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application does not meet the criteria for a positive finding on all five of the review criterion. Therefore, staff recommends denial of the variance request to the Land Development Code.

LOCATION MAP



**Subject Property
Outlined in Yellow**

PLOT PLAN

DESCRIPTION:(UNRECORDED)

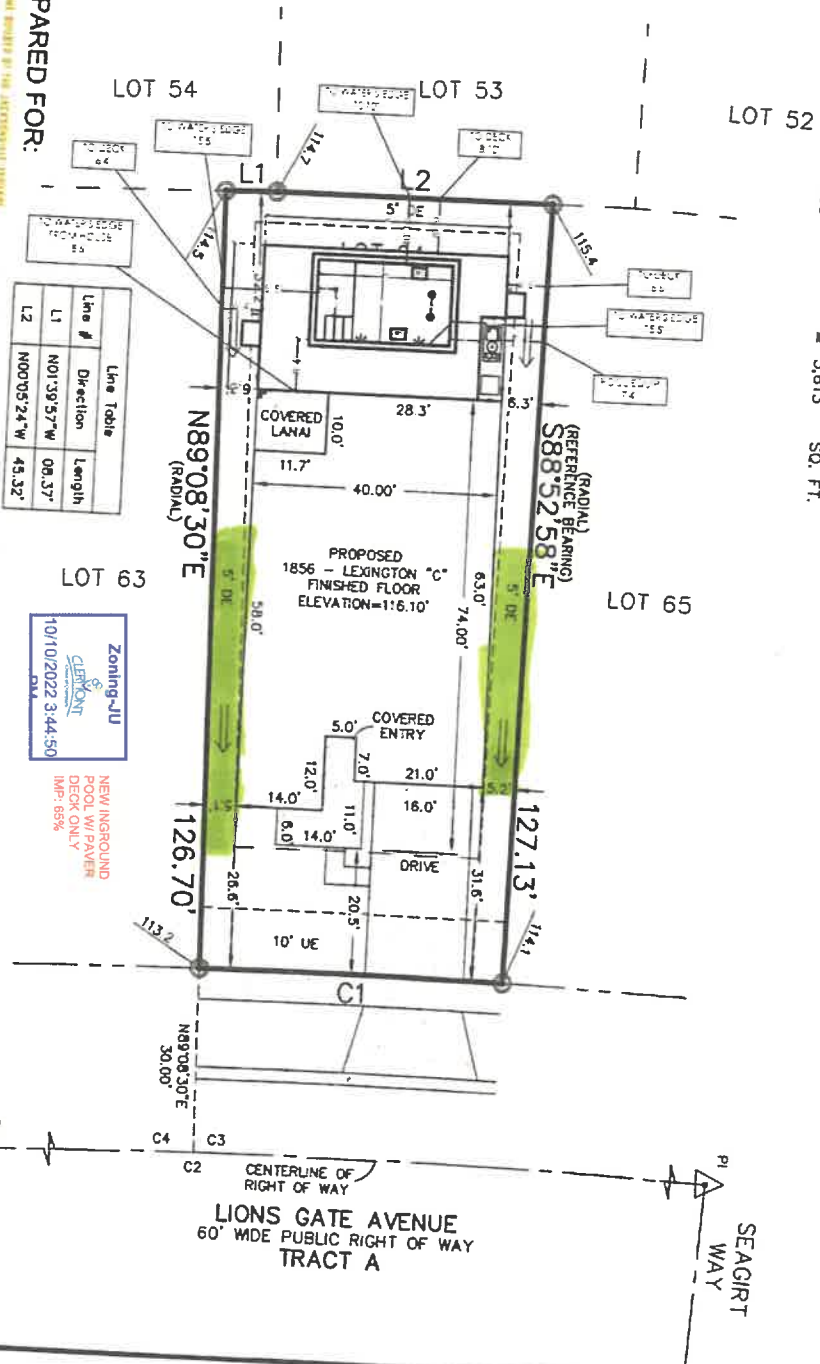
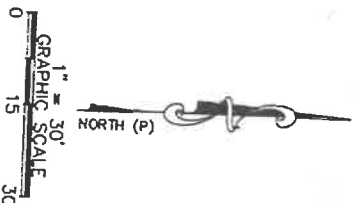
LOT 64, HARTWOOD LANDING

AS RECORDED IN PLAT BOOK -----, PAGE(S) -----, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ON LOT CALCULATIONS

LOT	= 6,533	SQ. FT.
LIVING AREA	= 1,856	SQ. FT.
GARAGE	= 582	SQ. FT.
ENTRY	= 150	SQ. FT.
LANAI	= 117	SQ. FT.
PATIO	= 0	SQ. FT.
DRIVEWAY	= 505	SQ. FT.
A/C PAD	= 9	SQ. FT.
WALKWAY	= 31	SQ. FT.
IMPERVIOUS	= 50%	SQ. FT.
SOD	= 3,250	SQ. FT.
OFF LOT CALCULATIONS	= 3,283	SQ. FT.
RIGHT OF WAY	= 785	SQ. FT.
DRIVE APRON	= 209	SQ. FT.
PUBLIC S/W	= 246	SQ. FT.
SOD	= 330	SQ. FT.
TOTALS		
AREA	= 7,318	SQ. FT.
DRIVEWAY	= 714	SQ. FT.
SIDEWALK	= 277	SQ. FT.
SOD	= 3,613	SQ. FT.

THIS PLOT PLAN IS BASED ON A PLAT THAT HAS NOT BEEN RECORDED BY LAKE COUNTY, FLORIDA.



PREPARED FOR:

Line #	Direction	Length
L1	N01°39'57"W	08.37'
L2	N00°05'24"W	45.32'

Zoning-JU
CURRENT
10/10/2022 3:44:50 PM
NEW INGROUND
POOL w/ PAVEN
DECK ONLY
IMP: 85%

BUILDING SETBACKS

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	49.31'	1430.00'	1°56'32"	S00°07'46"W	49.30'
C2	365.76'	1400.00'	14°58'08"	S03°48'59"E	364.72'
C3	110.00'	1400.00'	4°31'35"	S01°24'17"W	110.57'
C4	255.16'	1400.00'	10°28'33"	S06°04'46"E	254.01'

NOTES:

1. PROPOSED ELEVATIONS SHOWN HEREON ARE BASED ON THE APPROVED ENGINEERING PLANS PREPARED BY DONALD W. MCINTOSH ASSOCIATES, INC.
2. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

THIS PLOT PLAN IS INTENDED FOR PERMITTING PURPOSES ONLY. THIS IS NOT INTENDED FOR THE CONSTRUCTION OF THE PROPOSED STRUCTURE. THE CONTRACTOR AND/OR OWNER ARE REQUIRED TO VERIFY ALL SETBACKS, BUILDING DIMENSIONS, AND LAYOUT SHOWN HEREON PRIOR TO ANY CONSTRUCTION.

THIS IS NOT A SURVEY
THIS IS A PLOT PLAN ONLY

FLOOD NOTE:
I HAVE EXAMINED THE F.I.R.M. MAP NO. 13080C0873E, DATED 12/18/2012, AND FOUND THE SUBJECT PROPERTY APPEARS TO BE IN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD FLOODPLAIN, THE SURVEYOR MAKES NO GUARANTEES AS TO THE ABOVE INFORMATION. PLEASE CONTACT THE LOCAL F.E.M.A. AGENT FOR VERIFICATION.

BEARING BASIS:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF LOT 64 BEING S86°52'59"E, PER PLAT.

(FIELD DATE) _____ REVISED: _____

SCALE 1" = 30 FEET

APPROVED BY _____

JOB NO. 210317 LOT 64

DRAWN BY: JMA

PLOT PLAN 06-24-21 JCM

LEGEND:

- PI POINT OF INTERSECTION
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- RR RADIUS POINT
- PRC POINT OF REVERSE CURVATURE
- PCP PERMANENT CONTROL POINT
- TYP TYPICAL
- CON CONCRETE
- CS CONCRETE SLAB
- PER PER PLAT
- PG CALCULATED
- PBS PLAT BOOK
- PAGES PAGES
- SQ. FT. SQUARE FEET
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY
- NAVD. NORTH AMERICAN VERTICAL DATUM
- DATE DATE
- DE DRAINAGE & UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- UTILITY EASEMENT

IMPERVIOUS CALCULATIONS:

LOT AREA: 6,533 SF +/-
BUILDING FOOTPRINT: 2,475 SF +/-
POOL & DECK: 836 SF +/-
TOTAL IMPERVIOUS: 3,311 SF +/-
3,311 DIVIDED BY 6,533 (LOT AREA) = .50

CRAGMERE LOOP

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC SURVEYOR AND MAPPER.



JAMES W. BOLEMAN PSM # 6485

DATE

July 3, 2024

City of Clermont
Building Services Division
685 W. Montrose St, Clermont, FL, 34711

Subject: Variance Application – Justification based on Sec. 86-174

To whom it may concern:

My name is Diego Maciel Gomes and I live at 4469 Lions Gate Ave, Clermont, FL, 34711 along with my wife Priscila Ferrari Perin. My apologies, but we were not used/aware of the requirement of permit process for pavers, since we lived in an apartment (renting) since we moved to the United States, so never had to deal with this before, this is our first house and we moved here a year ago, despite us checking with our contractor who did install the pavers for us and having the approval from our HOA – We don't want to exclude our fault, since we could be due diligence, but we understood we were good to go and not disrespecting any City rules, once again our apologies.

Looking to beautify our home and improve our property value and neighborhood, we decided to install pavers on the side of the house – which would help with the environment saving water, since we don't need to irrigate anymore, no more weeds and bugs that are very well present in the grass, and a nicer pathway that we can use to walk around our house and friends can enjoy too.

We care about our property and since we moved in, we installed gutters to prevent water damaging our foundation. We also have a French drainage in the ground, connected to our gutter's downspout taking the water away to the front. In the border of our pavers and fence, we have 15" of rocks to help with water drain. Pavers are not like full concrete; they can still soak some water and the gaps between them also help.

We also care about our neighbors, and we discussed with them about the project to ensure they have no issues, as stated above, we implemented different controls to avoid any issue to our neighbors, and as you can see attached, we have 2 letters from them with their OK. We have other neighbors that liked our improvement, and they stop by to see and say how beautiful our property looks.

We don't want to create a different characterization of the rest of the community, so when we decided to install the pavers, we would like to use the same one as our driveway to make this very clean as a continuation of that, not showing off anything.

This Variance is only for the pavers installed on the side of our house, without any other objective, purely to have our pavers permitted so we can continue enjoying our house, respecting our neighbors.

Clermont is a beautiful city and growing fast, bringing beauty and improvements to all communities will also ensure Clermont as not just a Choice of Champions, but a Choice of People looking for a beautiful place to live and enjoy life.

Appendix



Right side



Left side



French drain



French drain



Hartwood Landing Property Owners Association, Inc.
801 N Main St
Kissimmee, FL 34744

July 03, 2024
Reference: 4469 Lions Gate Ave

Diego Maciel Gomes & Priscila Ferrari Perin
4469 Lions Gate Ave
Clermont, FL 34711

Dear Diego Maciel Gomes,

We are pleased to inform you that your Request for an Architectural Change has been approved by the Architectural Review Committee of Hartwood Landing Property Owners Association, Inc.. Specifically, you have approval to proceed with the following request as submitted: Paver Walkway - Install pavers to connect to the sides of the house from the driveway and porch (matching pavers in the driveway 9" x 6"). **Approval is based upon the following condition(s):**

Paver to be installed as stated in provided application. Homeowner is responsible for any effect the proposed improvements may have on the drainage of the property, and those lots immediately adjacent. (If applicable) Additional damages to adjacent neighbors' Lots and property are the sole responsibility of the owner installing the proposed improvement to either repair and/or replace. Homeowner to replace any removed/damaged sod or irrigation components within thirty (30) days of completion. The improvement must meet architectural rules/guidelines established for the community. Approval is contingent on applicant pulling the required permits and meeting the municipality requirements.

We reserve the right to conduct a final inspection of the alteration to ensure its alignment with the initially submitted request for approval. Kindly adhere to the approved provided plan or submit an additional request form if deviations are necessary.

It is imperative to comply with all local building codes and setback requirements while implementing this change. A building permit may be necessary, which can be obtained from the County offices.

Our approval is solely based on the aesthetic aspect of your proposed modification. This approval should not be taken as any certification as to the construction worthiness or structural integrity of the change you propose. Be aware that you are responsible for contacting the appropriate Utility Companies before digging.

We sincerely appreciate your cooperation in submitting this request for approval. A visually appealing community enhances the overall value of our homes, particularly when considering future sales.

Sincerely,

Hartwood Landing Property Owners Association, Inc.

This Community is Professionally Managed By:
Empire Management Group, Inc.
(407) 770-1748

Fernando Salinas
4465 Lions Gate Avenue, Clermont, FL 34711
Peace40@Protonmail.com



25 June 2024

City of Clermont
Building Services Division
685 W. Montrose St., Clermont, FL 34711

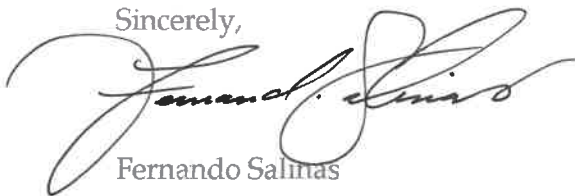
Subject: Installation of Pavers at 4469 Lions Gate Avenue, Clermont FL, 34711

To Whom It May Concern:

I am the homeowner at 4465 Lions Gate Avenue, Clermont, FL 34711. I am fully aware that my neighbor's (Diego Gomes and Priscila Ferrari Perin) have recently installed pavers on the side of their home at 4469 Lions Gate Avenue, Clermont, FL 34711. I do not have any issues with the improvements made on their property because it's beautifying the community. Additionally, it brings more value to the surrounding properties.

Please feel free to contact me for further inquiry. Thank you for your time and consideration.

Sincerely,



Fernando Salinas



Pavers installation from my neighbor Diego Gomes and Priscila Ferrari Perin on the side of the house

nima nasser <nimanasser20@gmail.com>

Tue 6/25/2024 12:36 PM

To: Diego Gomes <diego_hsc@hotmail.com>

To Whom It May Concern:

I, Nima Nasser, owner of the residence at 4473 Lions Gate Ave, Clermont, FL, have no issues with the pavers installed by our neighbor Diego (resident at 4469 Lions Gate Ave, Clermont, FL), it brings beauty to our neighborhood and raises the value of our houses.

Thanks,

Nima

On Jun 25, 2024, at 8:36 AM, Diego Gomes <diego_hsc@hotmail.com> wrote:

To Whom It May Concern:

Subject: Pavers installation from my neighbor Diego Gomes and Priscila Ferrari Perin on the side of the house

I, Nima Nasser, owner of the residence at 4473 Lions Gate Ave, Clermont, FL, have no issues with the pavers installed by our neighbor Diego (resident at 4469 Lions Gate Ave, Clermont, FL), it brings beauty to our neighborhood and raises the value of our houses.

Sincerely yours,



CITY OF CLERMONT
VARIANCE
APPLICATION



VAR2407-0001

DATE July 3, 2024		FEE: 300.00	
Project Name (if applicable) Pavers installation on the side of the house			
Applicant Diego Maciel Gomes			
Contact Person Same as above			
Address 4469 Lions Gate Ave		City Clermont	State FL Zip 34711
Telephone 4126165799		Fax	
Email diego_hsc@hotmail.com			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property 4469 Lions Gate Ave		City Clermont	State FL Zip 34711
General Location			
Legal Description & Alternate Key (include copy of survey) Legal Description: Hartwood Landing PB 75 PG 22-32 Lot 64 ORB 6160 PG 2089 Alternate Key: 3926799			
Land Use (City verification required) Single Family			
Zoning (City verification required) Residential			



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
SEC. 125-522. - General Development Conditions

What are you proposing to do that would require a variance and why?

Pavers installed on the side of the house with proper french drainage and rocks in the border. Beautify our property and enhance our community value, saving water and free of bugs and weeds.

How does the Code create a hardship?

Code says to leave a 5' setback for water drainage, but unfortunately every single house in this community does not have more than 5' unless you are in a corner.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Our goal is to beautify our home and increase the value of our neighborhood. We are saving on water and creating a pathway that we can use around our house, without bugs and weeds from the grass. Our neighbors are Ok with this project and HOA approved as well some controls were implemented like french drain, rocks in the border within the fence, and pavers can soak some water too.

- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;

Yes, we followed the same pavers style/shape/form, we don't want to show off anything, but having a clean and continuous path with the same slope and angle on both sides.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

This variance is only for the paver installation, it is not to be used for any other benefit.



CITY OF CLERMONT
**VARIANCE
APPLICATION**

(4) The granting of the variance is consistent with the city's comprehensive plan; and
N/A

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

The granting of this variance will help the environment, saving water from irrigation and creating a clear and usable place free of bugs and weeds. We were not able to use that area before, so now it is possible to walk and having friends coming to our house/pool without need of entering in the house, allowing our family and friends enjoying the outdoor. Our neighbors are not affected, since we took controls in place to minimize risks, as well our neighbors are ok with this project.

Diego Maciel Gomes

Applicant Name (print)

x

Applicant Name (signature)

Diego Maciel Gomes

Owner Name (print)

x

Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	08/30/2024
Order Number:	10527880
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	09/09/2024 - 09/09/2024	Govt Public Notices
LEE dailycommercial.com	1	09/09/2024 - 09/09/2024	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

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, September 24, 2024 at 6:30pm for the following variance: To allow for a side yard setback to be less than the minimum requirements for a Planned Unit Development (PUD) zoning district, City Code Section 125-484, at the following location:

LOCATION

Hartwood Landing Subdivision
4469 Lions Gate Avenue
(Alternate Key #3926799)

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 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
September 9, 2024
#10527880



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 24, 2024		
Agenda Item Name		
Ordinance No. 2024-040 Intro <i>Firefighters Retirement Pension Plan</i>		
Requested Action		
Staff Report		
Recommend approval of Clermont Firefighters' Retirement Plan - Ordinance to enact pension changes in Collective Bargaining Agreement under Chapter 28 - Pension and Retirement - Article IV - Firefighters' Retirement Plan, Sec. 28-119(a) member contributions, and Sec. 28-144. Deferred Retirement Option Plan (DROP) from 60 months to 96 months.		
Additional Analysis		
Fiscal Impact Summary		
The ordinance reflects changes to employee contributions to the plan, in accordance with the collective bargaining agreement approved 09/10/24. Annual employer contributions are determined by an independent actuarial analysis.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024-040 Firefighters Pension Trust Fund Code Amendment (09.12.2024)	2024-040 Firefighters Pension Trust Fund Code Amendment (09.12.2024).pdf
2.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND AT CHAPTER 28, ARTICLE IV OF THE CITY OF CLERMONT CODE; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Firefighters are presently provided pension and certain other benefits under Clermont City Code; Chapter 28, Article IV;

WHEREAS, the City and the IAFF Local 4350 have agreed in collective bargaining to certain changes in Pension benefits and member contributions; and

WHEREAS, the City Council desires to amend the provisions of the Firefighters' Retirement Plan to implement the collective bargaining agreement.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that: (note: strikethrough indicates removed words and underlined indicates added):

SECTION 1. That Chapter 28, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 28-119(a), of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 28-119. – Contributions.

a. *Member contributions.*

(1) *Amount.*

(a) Member contributions will be made as follows:

1. Effective the first full payroll period following October 8, 2024 but not earlier than October 1, 2024, each member of the system are required to make regular contributions to the fund in the amount of 6.5%.
 - a. Effective October 1, 2025, the contribution rate will be 7.5%.
 - b. Effective October 1, 2026, the contribution rate will be 7.5%, however if the City's minimum contribution in the most recent actuarial valuation report (issued prior to 10/1/26) determines a contribution rate that is more than 35% of payroll after chapter 175 monies are applied, then employee contributions will increase to 8.5%.



CITY OF CLERMONT
ORDINANCE NO. 2024-040

- ~~1.~~ 2. Effective the first full payroll period following January 24, 2023, each member of the system ~~was shall be~~ required to make regular contributions to the fund in the amount of five and one-half (5.5%) percent of their salary.
 - ~~2.~~ 3. Prior to January 24, 2023, each member of the system was required to make regular contributions to the fund in the amount of four percent of their salary.
- (b) Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

(2) *Method.* Such contributions will ~~shall~~ be made by payroll deduction.

SECTION 2. That Chapter 28, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 28-144, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 28-144. Deferred retirement option plan (DROP).

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- DROP* means the City of Clermont Firefighters' Retirement Plan Deferred Retirement Option Plan.
- DROP account* means the account established for each DROP participant under subsection (c) of this section.
- (b) *Participation.*
- (1) *Eligibility to participate.* In lieu of terminating the member's employment as a firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.
 - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.



CITY OF CLERMONT
ORDINANCE NO. 2024-040

- (3) *Period of participation.* Effective for DROP entries on or after October 1, 2024, a A member who elects to participate in the DROP under subsection (b)(2) of this section shall participate in the DROP for a period not to exceed 96 60 months beginning at the time the member's election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. DROP Participants who entered the DROP prior to October 1, 2024 are not eligible for this benefit.

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

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

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 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.



CITY OF CLERMONT
ORDINANCE NO. 2024-040

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of October 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	Ord No. 2024-040

Date:	09/16/2024
Order Number:	10580909
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	62.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	09/24/2024 - 09/24/2024	Govt Public Notices
LEE dailycommercial.com	1	09/24/2024 - 09/24/2024	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	\$99.96
Tax Amount	\$0.00
Service Fee 3.99%	\$3.99
Cash/Check/ACH Discount	-\$3.99
Payment Amount by Cash/Check/ACH	\$99.96
Payment Amount by Credit Card	\$103.95

Order Confirmation Amount	\$99.96
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, October 8, 2024 at 6:30 PM for the final reading and ordinance adoption

ORDINANCE NO. 2024-040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND AT CHAPTER 28, ARTICLE IV OF THE CITY OF CLERMONT CODE; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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 may 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
September 24, 2024