



**CITY OF CLERMONT  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
6:00 PM, Tuesday, May 23, 2023  
685 W. Montrose Street**

**CALL TO ORDER**

**NEW BUSINESS**

Item No. 1 - Minutes Approval

Consider approval of the February 14, 2023 Community Redevelopment Agency meeting minutes.

Item No. 2 - Parking Agreement

Consider renewing parking agreement with First United Methodist Church

**ADJOURN**

**PUBLIC NOTICE**

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 (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7331.

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

*City of Clermont*  
MINUTES  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
MEETING MINUTES  
FEBRUARY 14, 2023

**CALL TO ORDER**

The Community Redevelopment Agency met on Tuesday, February 14, 2023 in the Clermont City Council Chambers. Chair Murry called the meeting to order at 6:00pm with the following Board Members present: Board Members Crawford, Merrick, Pines, Entsuah, Gonzalez, and Purvis.

Other City officials present were City Manager Bulhuis and Deputy City Clerk Wisniewski.

**AGENDA ITEMS**

**Item No. 1 – Meeting Minutes**

Board Member Purvis moved to approve the meeting minutes from October 11, 2022. Seconded by Board Member Pines. Passed unanimously 7-0 with all members present voicing aye.

**Item No. 2 – Easement Agreement**

City Attorney Mantzaris explained that the CRA owns a piece of property on the corner of Desoto and 7<sup>th</sup> Street. As part of the streetscape project, there will need to be some relocating of electric utilities which Duke Energy maintains. A portion of the utilities will need to be on this property as part of the project.

The easement agreement that was provided in the agenda packet was incorrect and staff has provided an updated agreement that has the correct property listed. The length and width of the easement needed has not yet been defined. Staff is requesting approval for the Chairman to sign the easement agreement once confirmation of the easement is defined.

Discussion ensued regarding the landscaping in that area, the placement of the transformers being next to a building. Board Member Crawford inquired about certain language within the agreement. Mr. Mantzaris stated that the agreement in front of them was a blanket agreement from Duke Energy and it will be reviewed and cleaned up prior to final execution.

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

Board Member Crawford moved to approve the city negotiating the final language of the easement agreement and the Chairman to sign upon completion of those negotiations; Seconded by Board Member Purvis. Passed unanimously 7-0 with all members present voicing aye.

**Item No. 3 – Resolution No. 28**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING  
THE BUDGET AMENDMENT FOR THE 2022-2023 FISCAL YEAR.

Deputy City Clerk Wisniewski read the resolution title aloud by title only.

City Manager Bulhuis stated this Resolution is for budget amendments for Fiscal Year 2023.

Finance Director Brosniski explained that this Resolution is to account for projects started in the last fiscal year and not finished therefore staff is bringing the remainder of the funds into Fiscal Year 2023.

*City of Clermont*  
MINUTES  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
MEETING MINUTES  
FEBRUARY 14, 2023

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

Board Member Crawford inquired about the Capital Professional Services funding and advised it is for the 8<sup>th</sup> Street Waterfront and Downtown Trailhead projects.

Board Member Pines moved to approve Resolution No. 28; Seconded by Board Member Purvis. Passed unanimously 7-0 with all members present voicing aye.

City Manager Bulthuis informed the CRA Board there will be public meeting on March 8, 2023, at the Clermont City Center to review the concept plans for the 8<sup>th</sup> street pier. The CRA Board is encouraged to attend and details will come shortly.

**Item No. 4 – CRA Grant Program**

City Manager Bulthuis stated that at the last meeting, the Board asked to freeze the grant programs in order for staff to review and revise details of the programs and application processes. Staff emailed the Board the revised versions of the applications, last week.

Development Services Director Henschel stated staff reviewed all of the applications and made changes.

There is \$100,000.00 this fiscal year in the grant program. Staff is proposing to limit the funding to \$50,000.00 in the first six months and \$50,000.00 in the second six months instead of having the full amount available at the beginning of the year. This would prohibit one owner from applying for all the funds at once, the owner can return and apply again in the second half. All of the applications are essentially the same with slightly different wording pertaining to the nature of the grant.

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

The Board discussed the dollar amounts for the grants, how far along a project can be before applying for a grant, providing the applicant with the grant funds and the approval process.

City Manager Bulthuis noted that staff will take their suggestions and revise the applications. If anyone has any additional suggestions, please contact staff and share the ideas.

Board Member Entsuah moved to table Item No. 4; Seconded by Board Member Pines. Passed unanimously 7-0 with all members present voicing aye.

**ADJOURN:** With no further comments, this meeting adjourned at 6:27pm.

**APPROVED:**

\_\_\_\_\_  
Tim Murry, Chair

**ATTEST:**

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



# AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, May 23, 2023		
<b>Agenda Item Name</b>		
Parking Agreement		
<b>Requested Action</b>		
<b>Staff Report</b>		
<p>The purpose of the request is to renew a parking agreement with the First United Methodist Church of Clermont. To retain inventory of motor vehicle parking within the downtown Central Business District area, The First United Methodist Church of Clermont has agreed to renew the previous 2019 (3 year) parking agreement that has expired.</p> <p>The church owns roughly 3.44-acres of vacant property located along 7th &amp; W Desoto St. in Downtown Clermont. The property owner has agreed to lease the semi-paved grass parking and the paved parking to the City for the purposes of unstructured parking for the amount of \$1,490 per month.</p> <p>The property is centrally located within the downtown area and provides access to central downtown area. The property will allow an additional 169 parking spaces.</p>		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
<p>The annual cost of the contract in the amount of \$17,880.00 is included in the current fiscal year budget.          Department Account Code: 60552-54404</p>		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1.	FUMC Parking Agreement 2023	FUMC Parking Agreement 2023.pdf

## PARKING LICENSE AND EASEMENT

THIS PARKING LICENSE AND EASEMENT AGREEMENT made and entered into this 8<sup>th</sup> day of May, 2023, by and between First United Methodist Church of Clermont, Inc. 950 7<sup>th</sup> Street Clermont, FL 34711 (hereinafter referred to as "GRANTOR"), and the City of Clermont Community Redevelopment Agency 685 W. Montrose Street, Clermont, Florida 34711 (hereinafter referred to as "GRANTEE") and as of the effective date hereof shall replace in its entirety that certain Parking License and Easement Agreement between the parties dated July 9, 2019.

NOW, THEREFORE, for and in consideration of the mutual advantages inuring each party to the other, and other valuable considerations, the receipt of which are hereby acknowledged, GRANTOR does hereby grant to the GRANTEE, an exclusive motor vehicle parking license and easement, including the right of ingress and egress over and across the real property as indicated in Attachment 'A', hereinafter referred to as "the Property".

1. The GRANTEE hereby covenants and agrees that it shall at all times operate and use the parking license in accordance with applicable law and so as to cause minimum damage or impact on the property, reasonable wear and tear excepted. In the event the GRANTEE shall alter, disturb, or damage any of GRANTOR'S real property in the course of its utilization of the temporary parking license and easement, GRANTEE will restore the Property to its prior existing condition reasonable wear and tear excepted and excluding any authorized improvements thereon. The license granted herein shall be for use of the general public after 5 p.m. and until 7 a.m. the following day, Monday through Friday and after 1 p.m. and until 7 a.m. the following day, Saturday and Sunday. GRANTEE acknowledges that in the event of a conflict with GRANTOR's events and provided GRANTOR has provided GRANTEE ten (10) days prior notice, GRANTOR may prohibit the use of the Property by the general public during the above hours.
2. In exchange for the grant of license and easement as set forth herein, GRANTEE shall pay to GRANTOR the sum of ONE THOUSAND FOUR HUNDRED AND NINETY DOLLARS (\$1,490) per month for each month during the term of this License and Easement to include retroactive payments to the below effective date. The payment shall be due on the first day of each month commencing June 1, 2023 which shall be provided to GRANTOR at the above address, or such other address as GRANTOR may designate in writing.
3. This Parking License and Easement shall take effect October 1, 2022 and shall remain in effect unless terminated for cause or as provided herein. Either party may terminate this Parking License and Easement without cause, upon thirty (30) days written notice to the non-terminating party, whereupon the License and Easement rights and all obligations and rights of both parties shall terminate as of the effective date of the termination notice.
4. During the Term hereof, each party shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence

and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain.

5. GRANTOR and GRANTEE hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.
6. Subject to the property insurance waivers set forth in the preceding section, GRANTOR and GRANTEE each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this License. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. Nothing herein shall be construed to constitute a waiver of the GRANTEE'S sovereign immunity as set forth in Florida Statutes, Chapter 768.
7. The rights granted herein shall inure to the benefit of GRANTEE, its assign, heirs, successors and invitees. This License and Easement shall specifically not confer any rights or remedies upon any person other than the GRANTEE, its assigns, heirs, successors and invitees.

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TO HAVE AND TO HOLD said parking license and easement and right of entry unto GRANTEE, and its successors, heirs, assigns and invitees, for the time period as set forth above and beginning or as terminated above.

GRANTOR:

signed, sealed and delivered in the presence of:

Stephen Elmore  
(Print Name) Stephen Elmore  
Sherry A. Pilon  
(Print Name) Sherry A. Pilon

First United Methodist Church of Clermont, Inc.

By: Jake Smith  
Jake Smith, President

GRANTEE:

City of Clermont

Attest:

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

By \_\_\_\_\_  
Brian Bulthuis, City Manager

Attachment "A"

PARKING LICENSE AND EASEMENT

