



**CITY OF CLERMONT  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
6:00 PM, Tuesday, January 14, 2025  
685 W. Montrose Street**

**CALL TO ORDER**

**NEW BUSINESS**

- |   |  |
|---|--|
| Item No. 1 - Review of Main Street agreement              | Review existing agreement between the City of Clermont and Clermont Main Street.   |
| Item No. 2 - Digital Sign on State Road 50 and 8th Street | Discuss the replacement of existing manual message board sign located on the Clermont Tower at Highway 50 and 8th Street with a new digital message board. |
| Item No. 3 - Downtown Kiosks                              | Discuss the replacement of the existing manual kiosk message boards downtown with digital message boards.  |

**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.



# AGENDA ITEM

<b>Meeting Date</b>		
Tuesday, January 14, 2025		
<b>Agenda Item Name</b>		
Review of Main Street agreement		
<b>Requested Action</b>		
<b>Staff Report</b>		
At the request of Interim City Manager Van Wagner, staff was asked to place this item on the agenda for the Community Redevelopment Agency Board to discuss.		
<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> <small>(copies of original agreements)</small>		
1. Clermont Main Street - City of Clermont 11.24	Clermont Main Street - City of Clermont 11.24.pdf	

## **AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is by and between the THE CITY OF CLERMONT COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and CLERMONT MAIN STREET II, INC., a non-profit Florida Corporation, herein referred to as "Main Street".

### **WITNESSETH:**

**WHEREAS**, the purposes of the Main Street, which include revitalization, stabilization and development of downtown Clermont and the CRA area are viable, legitimate public interests; and

**WHEREAS**, the Main Street Program is a program designed to promote a business development area within the City of Clermont in accordance with the CRA Redevelopment Plan; and

**WHEREAS**, the CRA has determined that the services to be provided hereunder are consistent with the CRA Redevelopment Plan and can best be implemented by Main Street and its professional staff; and

**WHEREAS**, the Board of the CRA has determined that the entering into of this Agreement is in the best interest of the CRA.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. At the discretion of Main Street, with guidance from the State Main Street Office, their work may include, but not be limited to the following activities, as recommended in the National Main Street Four Point Approach:

- a) to promote the historic preservation, protection, and use of CITY's traditional downtown area, including that area's commercial and civic enterprises and residences;
- b) to participate in, aid and support, CRA and City of Clermont downtown programs, policies, projects, initiatives and marketing activities as may be established by the CRA or the City of Clermont as deemed appropriate by the Main Street board of directors in accordance with the CRA Redevelopment Plan; and
- c) to aid, work with and participate in the activities of other organizations, individual and public and private entities located within the Main Street footprint and overlapping the CRA District and engaged in similar purposes.

In consideration of the services rendered by Main Street in Fiscal Year 2024-2025, the CRA shall pay SEVENTY THOUSAND DOLLARS (\$70,000) to Main Street by September 30, 2025.

2. The funds shall be provided to Main Street upon receipt of an audit review of the 2024 Main Street Program, year-end financial reports, detailed budget, and annual work plans. All funds provided by the CRA shall be obligated to be expended by Main Street by the end of the fiscal year.

3. Notice may be provided by e-mail or United States mail to:

Main Street: Patrick Bianchi  
Clermont Main Street  
P.O. Box 120734  
Clermont, FL 34712  
E-mail: clermontdowntown@gmail.com

CRA: Brian Bulthuis  
Clermont City Manager  
City Hall  
685 W. Montrose Street  
Clermont, FL

4. PUBLIC RECORDS:

A. IF THE "MAIN STREET" HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAIN STREET'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Clermont  
685 West Montrose Street  
Clermont, FL  
Tel: 352-241-7330  
E-mail: Cityclerk@clermontfl.org

B. Main Street understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Main Street will act on behalf of the CRA, as provided under section 119.011(2), Florida Statutes, the Main Street, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the CRA to perform the service.
2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Main Street does not transfer the records to the CRA.
4. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Main Street or keep and maintain public records required by the CRA to perform the service. If Main Street transfers all public records to the CRA upon completion of the contract, Main Street shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Main Street keeps and maintains public records upon completion of the contract, Main Street shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
5. If Main Street does not comply with a public records request, the CRA shall enforce the contract provisions in accordance with the Agreement.

5. This Agreement may be terminated at any time by either party with cause or without cause upon thirty (30) days written notice to the other party. If terminated by Main Street any funds not previously expended by Main Street shall be returned to the CRA.

6. This Agreement may not be modified or amended except by an Agreement in writing signed by all parties.

7. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by Main Street.

8. This Agreement is personal to the parties hereto and may not be assigned by Main Street, in whole or in part, without the prior written consent of CRA.

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year set forth below.

Attest:

CITY OF CLERMONT COMMUNITY  
REDEVELOPMENT AGENCY



Tracy Ackroyd Howe, MMC  
City Clerk



Tim Murry, Chairman

Date: 10-27-24

As approved by the CRA Board at its regular  
meeting of October 22, 2024

CLERMONT MAIN STREET II, INC., a  
non-profit Florida corporation

By: Patrick Bianchi



Patrick Bianchi

Printed Name/Title

Date: 11/5/24



CITY OF CLERMONT

**AGENDA ITEM**

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<b>Additional Analysis</b>		
<b>Fiscal Impact Summary</b>		
<b>Fiscal Impact</b>	<b>Fund Number and Description</b>	<b>Available Budget Amount</b>
<b>Exhibits Attached</b> (copies of original agreements)		
1. Existing Tower Message Board	Existing Tower Message Board.docx	





# AGENDA ITEM

<b>Meeting Date</b>		
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<b>Agenda Item Name</b>		
Downtown Kiosks		
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1. Existing Kiosk	Existing Kiosk.docx	

