



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora Community Redevelopment Agency Governing Board

Mount Dora City Hall Board Room

510 North Baker Street, Mount Dora, Florida 32757

June 21, 2022 at 6:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

ACTION ITEMS

1. Request approval of the Amended and Restated Parking Agreement
Between the City of Mount Dora Florida, the City of Mount Dora
Community Redevelopment Agency (CRA), and The First United
Methodist Church, Inc. 2

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT JESSICA BURNHAM, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

Fax: 352-735-7191

E-mail: plandev@cityofmounddora.com

DATE: June 21, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of the Amended and Restated Parking Agreement Between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and The First United Methodist Church, Inc.

Introduction:

This is a request for CRA Governing Board to approve the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and the First United Methodist Church, Inc.

Discussion:

This amended and restated shared parking agreement with the First United Methodist Church, Inc. for the parking lot located on the south side of 5th Avenue between Tremain Street and Grandview Street has been an important part of the downtown parking solutions. This agreement will extend this shared parking relationship for 10 additional years. The original agreement commenced in March 2004, with an amendment in 2006 (Attachment #1). This parking area is 1.37 acres and accommodates 120 parking spaces (includes four handicapped spaces and four posted church visitor designated spaces) with multiple ingress/egress access points off 5th Avenue. City Hall employees utilize parking during normal working hours and the parking lot is free to the public with the exception for church use. In addition, the Mount Dora Trolley has two vintage Trolley Buses that are located in the rear of the parking lot.

The CRA is committed to micro-surfacing and restriping of the parking asphalt once every five (5) years, and maintenance of the landscaping beds and lights in the parking lot on a routine basis as deemed necessary and appropriate at the discretion of the City and the CRA.

The Church shall be able to charge for parking during special events throughout the term of this agreement.

Budget Impact:

None at this time.

Strategic Impact:

Goal 1. Economic Development

Recommendation:

The CRA Board approve the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and The First United Methodist Church, Inc.

Attachment(s):

1. Attachment 1 2004 & 2006 Parking Agreement (informational)
2. 1st United Methodist Church 2022.sgs.signed

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director

Rita Meade, Deputy Finance Director

Sherry Sutphen, City Attorney

Jessica Burnham, City Clerk

Jeanann Hand, Deputy City Clerk

Patrick Comiskey, City Manager

Approved - 6/7/2022

Approved - 6/8/2022

Approved - 6/13/2022

Approved - 6/13/2022

Approved - 6/13/2022

Final Approval - 6/14/2022

AGREEMENT

THIS AGREEMENT is entered into as of the 19th day of MARCH, 2004 between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, (the "City"), and THE FIRST UNITED METHODIST CHURCH OF MOUNT DORA, INC., the owner of the real property which is subject of this Agreement (the "Owner").

The terms and conditions of this Agreement shall run with the real property as such is described in Exhibit "A".

BACKGROUND

Owner is the current record owner of that certain real property located in Lake County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"). Owner uses the property as a paved parking lot. City desires to use the property for public parking so long as such parking does not interfere with use by Owner.

Owner and City are entering into this Agreement to set forth the terms and conditions under which Owner will allow City to use the Property for public parking. The obligations set forth and provided for in this Agreement shall not be personal to the Owner, but shall run with the land.

PRIOR AGREEMENTS

This Agreement represents the full and complete agreement and understanding between the parties regarding the Property. All prior written or oral agreements regarding the Property between the parties, or their predecessors in interest, including but not limited to any agreements by which City would make payments to Owner for the temporary use of the Property, are hereby declared to be null and void.

In consideration of the foregoing and of the parties' respective rights and obligations set forth herein, Owner and City agree as follows:

PROPERTY USE

1. The Property shall be used as a paved parking lot.
2. Owner shall be allowed exclusive use of the Property, or any portion thereof that Owner so designates, as follows:
 - a. each Sunday from 8:00 a.m. to 1:00 p.m;
 - b. during the Craft Fair and the Art Festival; and,
 - c. during special church functions including, but not limited to, weddings, funerals, conferences, concerts and the like.
3. The Property shall be open to the general public at all other times.
4. Paragraphs 2 and 3 above shall be subject to any other agreed upon schedule for parking during special events approved by City. In the absence of a contrary agreement pursuant to this paragraph 4, paragraphs 2 and 3 shall control.
5. Owner shall not charge for parking at any time, except during special events during which Owner has exclusive use of the property.
6. City shall improve the property by microsurfacing the parking lot, restriping the parking lot, reconstructing retaining walls, installing landscape beds, installing irrigation, installing lighting, and installing landscaping in accordance with the site plan attached hereto as Exhibit "B". Such improvements shall be commenced no later than July 31, 2004 and completed no later than October 31, 2004. City shall be responsible for maintaining the property and the improvements installed hereunder during the term of this agreement, including making such necessary repairs as

may be required as a result of City's use of the property for public parking.

7. City may designate and depict the property as a public parking lot on maps, flyers and other informational material produced by City. Provided, however, the public's use of the property shall be subject to the provisions of this agreement and City shall not place or construct nor allow the placement or construction of any signs designating the property as a public parking lot.

GENERAL PROVISIONS

8. **Incorporation of Exhibits.** All Exhibits attached to this Agreement are incorporated herein by reference. Notwithstanding, should the terms of any Exhibit conflict with or be inconsistent with any term of this Agreement, the terms of this Agreement shall govern.

9. **Waiver.** No waiver or any provision hereof shall be effective unless executed in writing by the party alleged to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver unless designated as such. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. Such forbearance shall not estop that party from exercising all available rights and remedies, or from requiring strict compliance in the future.

10. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

11. **Cumulative Remedies.** Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to this Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in equity,

by law, by any instrument or document executed pursuant hereto, or by any other source. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies.

12. Recording. This Agreement shall be recorded by City in the Public Records of Lake County, Florida, and shall constitute a covenant running with the title to the Property.

13. Assignability. Owner may assign this Agreement or any of Owner's rights hereunder to subsequent transferees of the Property or portions thereof.

14. Attorney's Fees. If it becomes necessary for either party to take action, including legal action, to enforce this Agreement, then the nonprevailing party in such action shall pay the reasonable costs and attorney's fees, including reasonable costs and attorney's fees of appellate proceedings, incurred by the prevailing party in such action.

15. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest or assigns.

16. Captions. The captions to the provisions of this Agreement are for convenience and reference only, and are not intended to limit, explain, augment, or otherwise affect the substance or scope of the provisions, nor to imply the parties' intent.

17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Lake County, Florida.

18. Construction. Whenever the context permits or requires, the use of the singular in this Agreement shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall

include trusts, partnerships, corporations, and any other entity as appropriate.

19. **Force Majeure.** If the performance required of either party under this Agreement is, without fault of that party, delayed by act of God, civil commotion, federal, state or judicial actions, strikes, lock-outs, labor disputes, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of the occurrence causing the delay, but shall promptly remedy any such condition.

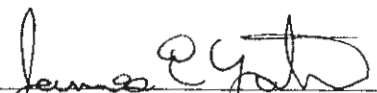
20. **Effective Date.** The effective date of this Agreement shall be the last date of execution of the signatures required hereunder.

21. **Amendments.** Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all parties.

22. **Term.** This Agreement shall be for a period of twenty (20) years. The term of this Agreement may be extended by agreement of the parties.

23. **Indemnification.** Each party hereto, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees, agents or assigns, to hold harmless, defend, and indemnify the other participating parties and their employees, agents and assigns, subject to provisions of Section 768.28, Florida Statutes, where applicable. Provided, however, the indemnifying party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

City of Mount Dora

By: 
James E. Yatsuk, Mayor

Attest: Bernice Brinson
Bernice Brinson, City Clerk

Date: March 26, 2004

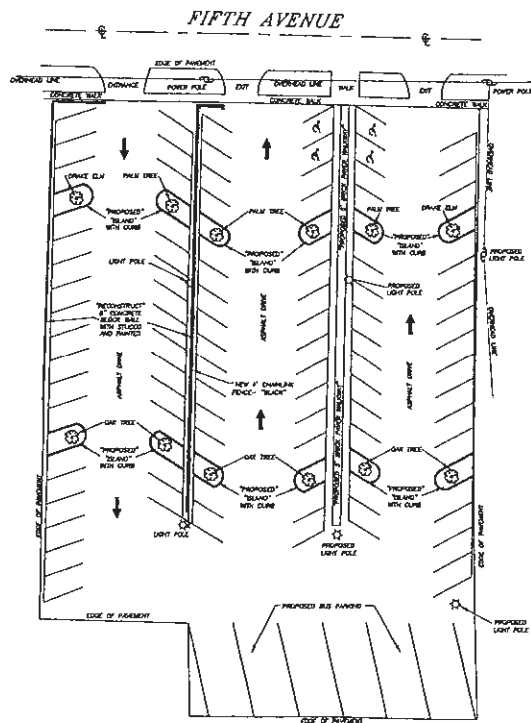
First United Methodist Church

Paula F. Aden
By: _____
Its Trustee President

Attest: Lance Owens
By: _____
Its Trustee Vice Pres.

Date: March 19, 2004

PROPOSED SITE PLAN



FIRST UNITED METHODIST CHURCH
OF MOUNT DORA, FLORIDA
" SOUTH PARKING LOT "

LEGEND

"PROPOSED" TREE = (Symbol)

- NOTE:
- 1.) REMAINS OF PARKING LOT WILL HAVE IRRIGATION AND LANDSCAPING INSTALLED.
 - 2.) ALL EXISTING BARRIER STOPS WILL REMAIN.



AMENDMENT TO AGREEMENT

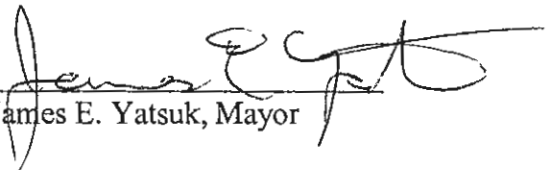
THIS AMENDMENT to that certain agreement between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, (the "City"), and THE FIRST UNITED METHODIST CHURCH OF MOUNT DORA, INC., the owner of the real property which is subject of this Agreement (the "Owner") dated March 19, 2004 (the "Agreement"), is entered into as of the 12 day of September, 2006.

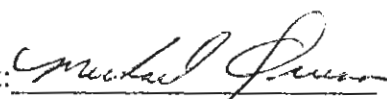
Pursuant to Section 21 of the Agreement, the City and the Owner may amend the agreement if such amendment is in writing and signed by both parties.

In consideration of the foregoing and of the parties' respective rights and obligations set forth in the Agreement, Section 7 of the Agreement is hereby amended to read as follows:

7. City may designate and depict the property as a public parking lot on maps, flyers and other informational material produced by City. Provided, however, the public's use of the property shall be subject to the provisions of this agreement, and City shall not be allowed to place or construct nor allow the placement or construction of any signs a sign designating the property as a public parking lot. Such sign must have a removable locking cover bag to be used when the property is being used exclusively by Owner pursuant to Section 2 hereof.

City of Mount Dora

By: 
James E. Yatsuk, Mayor

Attest: 
Michael Quinn, City Clerk

Date: 9-12-06

First United Methodist Church

By: [Signature]
Its Trustee President

Attest:
By: [Signature]
Its Trustee Vice Pres.
Date: 9-12-06

AMENDED AND RESTATED PARKING AGREEMENT

THIS PARKING AGREEMENT is made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, and the City of Mount Dora Community Redevelopment Agency (CRA), 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter collectively referred to as CITY and The First United Methodist Church of Mount Dora, Inc., 440 E 6th Avenue, Mount Dora, Florida 32757, hereinafter referred to as OWNER, as evidenced by the signatures affixed below.

WITNESSETH:

WHEREAS, on March 16, 2004, the parties entered into an Agreement related to the CITY's use of OWNER's property for public parking purposes, and said Agreement was amended by the parties on September 12, 2006; and

WHEREAS, the parties have determined that it is in their best interest to update their arrangement and enter into this Amended and Restated Parking Agreement (hereinafter referred to as "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and OWNER is amended as follows:

1. PREMISES.

The OWNER and the CITY agree that the CITY shall be permitted to utilize the asphalt parking area generally located on the South side of East 5th Avenue across from the First United Methodist Church of Mount Dora, as depicted in **Exhibit "A"** attached hereto and identified by the Lake County Property Appraiser through Alternate Key 1472784 and Alternate Key 1476046 (hereinafter referred to as "Parking Area"), for the purposes set forth herein.

2. TERM.

The term of this Agreement shall be from the date of execution by the CITY for Ten (10) years, with an option to extend through mutual written agreement of the parties.

3. CONSIDERATION.

In consideration of the City's use of the Parking Area as set forth herein, the CITY shall cause the micro-surfacing and restriping of the asphalt in the Parking Area once every five (5) years, and maintenance of the landscaping beds and lights in the Parking Area on a routine basis as deemed necessary and appropriate at the discretion of the CITY.

4. USE OF PREMISES.

The Parking Area shall be open to the general public during all times, except the following times wherein the Parking Area shall be exclusively used of the OWNER, as it deems appropriate in its sole discretion:

- a. every Sunday from 8:00 a.m. to 1:00 p.m.;
- b. during festivals and special events in the downtown area; and,
- c. during special church functions including, but not limited to, weddings, funerals, conferences, concerts, church fundraising events and the like.

5. PARKING FEES.

A. At times when the Parking Area is open to the general public, as set forth herein, there shall be no fee associated with parking.

B. At times when the Parking Area is under the exclusive use and control of the OWNER, the OWNER may charge for parking and use of the Parking Area in any manner which it deems appropriate in its sole discretion.

6. SIGNAGE.

The CITY shall provide and maintain signage indicating that the Parking Area is open for public parking. The CITY shall also provide and replace as necessary removable, locking sign covers to place over the public parking signs when the Parking Area is under the exclusive use and control of the OWNER.

7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given ninety (90) days written notice to the other party.

8. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered, to the last known mailing address shall constitute sufficient notice. All notice required and/or provided pursuant to this Lease Agreement, shall be given to the CITY and OWNER in writing and delivered by way of electronic mail and the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

City:
City Manager
510 N. Baker Street
Mount Dora, Florida 32757

First United Methodist Church of Mount Dora
440 E 6th Avenue
Mount Dora, Florida 32757

9. ENTIRE AGREEMENT.

This Agreement, including all referenced Exhibits attached hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Lease Agreement.

10. MODIFICATION.

The Covenants, terms, and conditions set forth in this Lease Agreement may be modified, only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or conditions of this Lease Agreement and any written Amendment(s) hereto, the provisions of the latest executed Instrument shall take precedence.

11. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable it shall have no effect on any other provision of this Lease Agreement.

12. WAIVER.

Failure by the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Lease Agreement. In the event it is necessary for either party to initiate legal action regarding this agreement, venue shall lie in Lake County, Florida and the parties hereby waive their right to trial by jury in any action, proceeding or claim, which may be brought by either of the parties hereto, arising out of this Agreement.

14. ASSIGNMENT.

This Agreement shall only be assignable upon the express written consent of the OWNER. The CITY understands and agrees that the OWNER may assign its interest herein, and that in the event of such assignment, all of the CITY'S obligations under this Agreement shall remain in full force and effect.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____ 2022.

CITY OF MOUNT DORA

Crissy Stile, Mayor

ATTEST:

Jessica Burnham, City Clerk

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen, City Attorney

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT AGENCY**

Crissy Stile, Chairperson

ATTEST:

Jessica Burnham, City Clerk

For the use and reliance of City of Mount Dora/CRA only
Approved as to form and legal sufficiency

Sherry G. Sutphen, City Attorney

THE FIRST UNITED METHODIST CHURCH OF
MOUNT DORA, INC.

By: Martha Roberts

Print: MARTHA ROBERTS

Title: Chair - Trustee

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of MARTHA ROBERTS, as Trustee, of The First United Methodist Church of Mount Dora, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Owner, and who is personally known to me or who produced DL as identification, and who did/did not take an oath this 25 day of MAY, 2022.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida



DYLAN REED
Notary Public
State of Florida
Comm# HH210351
Expires 12/21/2025

PARKING AREA

Legend



Subject Property

N



N.T.S.

