



City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757
352-735-7126
Fax: 352-735-7191
E-mail: clerk@mountdora.gov

**CITY OF MOUNT DORA
DOWNTOWN COMMUNITY
REDEVELOPMENT AGENCY BOARD
City Hall Board Room
510 N. Baker Street, Mount Dora, FL
October 21, 2025 at 6:00 PM**

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

ACTION ITEMS

1. Request Approval of the Shared Parking Agreement with Main Street Leasing for Bank Parking Lot (Golf Carts and Motorcycles) 2

ADJOURNMENT

NOTICE: For purposes of Section 286.011, Florida Statutes, two or more members of the City Council may be present at this meeting, and this meeting may be considered a City Council meeting.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, 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. The City shall not make or perfect such a record. Section 286.0105, *Florida Statutes*.

NOTICE: In accordance with the Americans with Disabilities Act (“ADA”) and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora’s ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at clerk@cityofmountdora.com.

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 21, 2025

TO: Honorable Chairperson and Board Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Shared Parking Agreement with Main Street Leasing for Bank Parking Lot (Golf Carts and Motorcycles)

Introduction:

This is a request for Council to approve the Shared Parking Agreement with Main Street Leasing for the bank parking lot for golf carts and motorcycles.

Discussion:

This is a shared parking agreement with Main Street Leasing (MSL) for the bank parking lot for golf carts and motorcycles. This parking lot is located at the northwest corner of 5th Avenue and North Alexander Street. The City / CRA will pay MSL \$1,500 for legal fees associated with this agreement. On an annual basis and within thirty (30) days of receipt of an owner's invoice, the City shall pay the owner the equivalent sum of all annual real property taxes paid by the owner on the Parking Area for that corresponding year. The agreement is for five years with an option to extend. This parking lot will accommodate up to 25 golf carts and/or motorcycles.

Budget Impact:

Budget impact of: \$1,500 plus \$3,751.77 for property tax reimbursement in year one, totaling \$5,251.77 in year one. The CRA will pay for signage for the parking lot. This is budgeted in GL 117-5555-581.03-10, which has a balance of \$1,300,000.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure
Goal 7: Develop new infrastructure to support sustainable growth management
Objective 7.3 Provide parking management strategies and increase parking space inventory in the downtown area.

CRA Redevelopment Plan
Resolution No. 2107-32 (CRA) Parking Study Implementation Plan

Recommendation:

CRA Board to approve the Shared Parking Agreement with Main Street Leasing.

Attachment(s):

1. MSL Shared Parking Agreement Final

Prepared by: Adam Sumner, Community Development Director

Reviewed by: Adam Sumner, Community Development Director

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 10/7/2025

Approved - 10/9/2025

Approved - 10/13/2025

Approved - 10/15/2025

Approved - 10/15/2025

Final Approval - 10/15/2025

SHARED PARKING AGREEMENT

THIS SHARED 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 or City and Main Street Leasing, LLC., 699 E. Fifth Ave. Mount Dora, FL 32757, hereinafter referred to as the OWNER or Owner, as evidenced by the signatures affixed below.

WITNESSETH:

WHEREAS, parties agree a shared parking use of the parcel of land identified as parcel number 29-19-27-0010-058-00001, or Alternate Key 1465222, or as commonly known as the former Bank of America parking lot located at the northwest corner of Alexander St. and w. 5th Ave.; and

WHEREAS, parties agree a shared parking use for motorcycles and golf carts for the benefit of the residents of Mount Dora, the businesses in Mount Dora and the visitors to Mount Dora; and

WHEREAS, the parties have negotiated the terms of the Shared 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 entered into 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 northwest corner of Alexander St. and w. 5th Ave. as depicted in **Exhibit “A”** attached hereto and identified by the Lake County Property Appraiser through Alternate Key 1465222 (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 five (5) years, with an option to extend through mutual written agreement of the parties. However, pursuant to section 7 of this Agreement, this Agreement is terminable by either party with provision of 30 days written notice to the other party.

3. CONSIDERATION.

In consideration of the City’s use of the Parking Area as set forth herein, the CITY may, with the advance written approval of OWNER after providing OWNER with all details of any

proposed improvement, cause the micro-surfacing and restriping of the asphalt in the Parking Area once every seven (7) years, or sooner if deemed necessary by the CITY. The City shall ensure the striping is appropriate for safe and efficient parking of motorcycles and golf carts. The City may, with the advance written approval of OWNER, install decorative bollards along the eastern boundary of the Parking Area to ensure that only golf carts and motorcycles are able to access the Parking Area. The City shall ensure the Owner will have a set of keys to remove the bollards for special events, maintenance, or other reason the Owner deems necessary.

To reimburse Owner for attorney's fees incurred on this matter from February 25, 2025, through October 1, 2025, the City shall pay Owner \$1,500.00 within 30 days after receipt of Owner's invoice for same following execution of this Agreement. The City shall also pay Owner's reasonable attorney's fees incurred in the future arising out of this Agreement concerning legal issues, if any, between the City and Owner. Such payments will be made by City to Owner within thirty (30) days of receipt of Owner's invoice. If payment is late, the amount owed shall accrue interest at the highest rate allowed by the law.

On an annual basis and within thirty (30) days of receipt of Owner's invoice, the City shall pay Owner the equivalent sum of all annual real property taxes paid by Owner on the Parking Area for that corresponding year. If payment is late, the amount owed shall accrue interest at the highest rate allowed by the law.

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. during festivals and special events in the downtown area; and,
- b. any other days designated by OWNER with 10 days prior written notice to CITY.

CITY acknowledges it is exclusively responsible for maintaining, monitoring, inspecting, and providing notice of any dangerous conditions concerning the Parking Area.

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 as long as approved by OWNER in writing in advance. 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 thirty (30) days written notice to the other party. If the OWNER elects to terminate during the first (180) days of this AGREEMENT the owner shall reimburse the CITY a proportionate share of the cost of the resurfacing and striping of the parking lot, if any was approved by OWNER. Proportionate share means half of the costs the CITY paid for the resurfacing and striping of the parking lot. In the event of Termination, CITY shall, at OWNER's request, remove any bollards, signs, or other items installed by the City.

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 Shared Parking Agreement, shall be given to the CITY and the 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

With copy to:
Patrick Brackins, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Pkwy, Suite 100 Maitland, Florida 32751

Owner:
Main Street Leasing, LLC.
699 E Fifth Ave
Mount Dora, FL 32757

With a copy to:
Derek A. Schroth, Esq. (dschroth@bowenschroth.com)
Bowen|Schroth
600 Jennings Ave.
Eustis, FL 32726

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

9. INDEMNIFICATION

CITY shall indemnify OWNER for any and all claims, expenses, damages, fees, suits, or costs related to, arising from, or concerning CITY's negligence or intentional acts regarding OWNER's Parking Area. CITY's liability to OWNER under the preceding sentence shall not include punitive damages or interest for the period before judgment. This indemnification shall be subject to the provisions of §768.28(5), Florida Statutes, including the limitations set forth therein, which limitations shall apply whether the underlying actions sounds in contract or tort.

10. INSURANCE

Owner shall maintain insurance policies for coverages commonly found in Commercial General Liability, arising from any and all claims for property damage and bodily injury, including death to a third party, with limits of not less than \$5,000,000, and shall name the City as additional insured. On an annual basis and within thirty days of receipt of Owner's invoice, CITY shall pay to Owner the equivalent sum of each annual insurance premium paid by Owner to its insurer for the coverage specified herein. If payment is late, the amount owed shall accrue interest at the highest rate allowed by the law.

11. 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.

12. 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.

13. 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.

14. 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.

15. APPLICABLE LAW, VENUE, JURY TRIAL AND ATTORNEY'S FEES.

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. In the event of litigation between the parties concerning or related to this Agreement

or the Parking Area, the prevailing party shall recover all attorney's fees and costs, including fees and costs, prior to suit, during suit, on appeal, and any other fees and costs incurred.

16. ASSIGNMENT.

This Agreement shall not be assigned.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____ 2025.

CITY OF MOUNT DORA

James L. Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Patrick Brackins, City Attorney

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT
AGENCY**

James L. Homich, Chairperson

ATTEST:

Jeanann Hand, City Clerk

Patrick Brackins, City Attorney

MAIN STREET LEASING, LLC.

By: [Signature]

Print: HARRY BAKER

Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of Larry Baker, as President, of Main Street Leasing, LLC., 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 _____ as identification, and who did/did not take an oath this 22nd day of September, 2025.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida

