



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

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## **Mount Dora Northeast Community Redevelopment Agency Board**

**Mount Dora City Hall Board Room**

**510 North Baker Street, Mount Dora, Florida 32757**

**April 15, 2025 6:00 P.M.**

### **AGENDA**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **PUBLIC COMMENT**

#### **ACTION ITEMS**

1. Interlocal Agreement with Lake County, City of Mount Dora and Northeast CRA  
Pertaining to the Tax Increment Revenues for the Northeast Expansion Area 2025 3
2. Request Approval of Agreement with Habitat for Humanity of Lake-Sumter Florida, Inc.,  
Related to the Home Repair Grant Funding Program, and Approval for the Mayor to  
Execute on Behalf of the Northeast CRA 12

#### **DISCUSSION ITEMS**

#### **OTHER BUSINESS**

#### **ADJOURNMENT**

**NOTICE:** For purposes of Section 286.011, *Florida Statutes*, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

**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@cityofmounddora.com](mailto:clerk@cityofmounddora.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

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**DATE:** April 15, 2025

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Interlocal Agreement with Lake County, City of Mount Dora and Northeast CRA Pertaining to the Tax Increment Revenues for the Northeast Expansion Area 2025

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**Introduction:**

This is a request for the Northeast CRA Board to approve the Interlocal Agreement with Lake County, the City and the Northeast CRA Pertaining to the Tax Increment Revenues for the Northeast Expansion Area 2025.

**Discussion:**

The attached Interlocal was approved by City Council at the regularly scheduled April 1, 2025, City Council meeting. The agreement was forwarded to the Lake County Board of Commission for consideration. The Lake County BCC meeting is scheduled for this item at the April 8th Board of County Commission meeting.

The Northeast CRA of Mount Dora was created on August 15th, 1989 with the mission of removing slum and blight conditions within the boundary of the agency. The Agency will sunset on August 15, 2049. This Redevelopment Plan amendment accomplishes two goals. First, it cleans up the language concerning cultural and special events as CRAs are no longer allowed to fund those events. Secondly, this amendment includes a boundary modification. This modification adds 80.34 acres to the Northeast CRA Boundary. This property is known as the Simpson Groves South. It is bounded by the Northeast CRA on three sides and is contiguous to the agency boundary, making it eligible to be added after annexation.

The Northeast Community Redevelopment Agency retained Redevelopment Management Associates (“RMA”) to prepare a Finding of Necessity Study to evaluate the proposed expansion of five parcels of land to the existing Northeast Community Redevelopment Area boundary, commonly known as Simpson Groves South (the “Study Area”). The RMA Finding of Necessity Study found the existence of slum and blight conditions in the Study Area, and these conditions meet the criteria for slum and blight pursuant to Fla. Stat. 163.340. The future developments and subsequent Tax Increment Revenues will be used to fund projects outlined in the

redevelopment plan, such as, but not limited to: the Community Resource & Recreation Center, programming and operation of the center, affordable housing programs, stormwater improvements, home repair grants, community beautification enhancements, and transit improvements.

July 2, 2024, the Northeast Community Redevelopment Agency approved Resolution No. 2024-09 to recommend modifying the existing boundaries of the Northeast Community Redevelopment Agency to add five parcels of land commonly known as Simpson Groves. Ordinance No. 2024-20 Northeast CRA Plan Update and Board Modification was adopted on 03/18/2025.

This interlocal agreement stated the tax increment revenue split between the Northeast CRA and the Lake County Board of County Commissioners. The Northeast CRA will receive an amount equal to 75% if the TIF increases in the boundary and Lake County shall retain 25% annually. Additionally, Lake County shall retain the TIF generated from the Lake County Ambulance MSTU. The Northeast CRA will receive an amount equal to 75% if the TIF increases in the boundary and the City shall retain 25% annually.

**Budget Impact:**

The new expansion area will result in additional TiFF revenues for the NE-CRA.

**Strategic Impact:**

The redevelopment plan activities provide economic development opportunities and programs to address infrastructure, housing, beatification, and other redevelopment improvements and an extension is necessary to provide these benefits.

**Recommendation:**

Staff recommends approval of the Interlocal Agreement with Lake County, the City and the Northeast CRA Pertaining to the Tax Increment Revenues for the Northeast Expansion Area 2025.

**Attachment(s):**

1. NORTHEAST CRA, City and County ILA (Increment Revenue Reduction)

Prepared by: Adam Sumner, CRA Administrator  
Reviewed by: City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 4/7/2025  
Approved - 4/7/2025  
Final Approval - 4/7/2025

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
CITY OF MOUNT DORA, FLORIDA  
REGARDING TAX INCREMENT REVENUES**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made by and between **LAKE COUNTY**, a political subdivision existing under the Constitution and State Laws of Florida (“County”) the **CITY OF MOUNT DORA**, a municipal corporation existing under the laws of the State of Florida (“Mount Dora”) and the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district (“Agency”); collectively (the “Parties”).

**WHEREAS**, Lake County is a non-chartered political subdivision of the State of Florida; and

**WHEREAS**, Mount Dora is a municipal corporation existing under the laws of State of Florida; and

**WHEREAS**, Chapter 163, Part III, Florida Statutes, known as the “Community Redevelopment Act of 1969” (the “Redevelopment Act”) governs the creation and operation of community redevelopment agencies; and

**WHEREAS**, pursuant to the Redevelopment Act, the City of Mount Dora created the Northeast Community Redevelopment Agency within its boundaries, which is a duly created and existing community redevelopment agency authorized to receive “increment revenues” (“Increment”) as defined in Section 163.340(22), Florida Statutes and calculated pursuant to Section 163.387(1), Florida Statutes; and

**WHEREAS**, the Agency oversees the Trust Fund for the Northeast Redevelopment Area (the “Redevelopment Area”); and

**WHEREAS**, on March 18, 2025, Mount Dora adopted Ordinance No. 2024-20, modifying the boundaries of the Redevelopment Area and adopting the Northeast Community Agency Redevelopment Plan 2024; and

**WHEREAS**, the area of the Agency’s boundary expansion adopted via Ordinance No. 2024-20 (as may have been subsequently amended to correct any scrivener’s errors) is described and graphically depicted in Exhibit “A” attached hereto (the “Expansion Area”); and

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” (the “Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Parties find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

**WHEREAS**, this Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including but not limited to the authority of Section 163.01, Florida Statutes; and

**WHEREAS**, Section 163.387(3)(b), Florida Statutes, provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority; and

**WHEREAS**, the Parties wish to enter into this Agreement pursuant to provisions of Section 163.387(3)(b); and

**WHEREAS**, the Parties are in agreement that a portion of the current amount of Increment as calculated pursuant to Section 163.387(1) paid by the Parties to the Trust Fund of the Redevelopment Area is not currently necessary for redevelopment purposes; and

**WHEREAS**, the Parties are in agreement that reduction of such Increment paid by Lake County and Mount Dora would allow both entities to use the funds comprising such reduction for general governmental purposes (as well as ambulance services in the case of Lake County); and

**WHEREAS**, the Parties wish to exercise jointly their common powers and authority concerning the amount of appropriation of Increment to the Trust Fund for the Redevelopment Area which will result in Lake County's and Mount Dora's retention of a portion of each Party's Increment payment calculated pursuant to Section 163.387(1), Florida Statutes as specified herein.

**NOW, THEREFORE**, it is hereby agreed by the Parties as follows:

## **ARTICLE I INTRODUCTION**

**Section 1.01 Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

**Section 1.02 Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated herein.

**Section 1.03 Authority to Contract.** The execution of this Interlocal Agreement has been duly authorized by the appropriate official bodies of the Parties, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

## **ARTICLE II INCREMENT REVENUES**

**Section 2.01 Northeast Community Redevelopment Area.** The Parties agree that Increment for the Redevelopment Area shall continue to be calculated pursuant to Section 163.387(1) of the Act.

- (i) Notwithstanding same, commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Increment for the Redevelopment Area accruable to Lake County continues to become due, Lake County shall, as consideration for entering into this Agreement:
  - (a) retain **Twenty-Five Percent (25%)** of the portion of such Increment accruable to and payable from Lake County's General Fund which is derived from the Expansion Area.
  - (b) retain **One Hundred Percent 100%** of the portion of such Increment accruable to and payable from Lake County's Ambulance MSTU which is derived from the Redevelopment Area.
- (ii) Notwithstanding same, commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Increment for the Redevelopment Area accruable to Mount Dora continues to become due, Mount Dora shall, as consideration for entering into this Agreement retain **Twenty-Five Percent (25%)** of the portion of such Increment accruable to and payable from Mount Dora's General Fund which is derived from the Expansion Area.

### **ARTICLE III MISCELLANEOUS PROVISIONS**

**Article 3.01 Limitations on Governmental Liability.** Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of any of the Parties beyond any statutory limited waiver of immunity or limits of liability contained in §768.28, Florida Statutes, as amended, or other statute. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 3.02 Negotiation at Arm's Length.** This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. All Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any of the Parties.

**Section 3.03 Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

If to Lake County:

County Manager  
P.O. Box 7800  
Tavares, Florida 32778

Page 3 of 7

With a copy to:

Lake County Attorney  
315 W. Main Street  
Suite 335  
Tavares, Florida 32778

If to Mount Dora/Agency:

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

With a copy to:

Andrew J. Hand/Patrick Brackins  
Shepard, Smith, Hand & Brackins, PA  
2300 Maitland Center Parkway  
Suite 100  
Maitland, Florida 32751

**Section 3.04 Assignment or Transfer.** No Party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision, or agency of the State of Florida without the prior written consent of the other Parties. No Party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

**Section 3.05 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Lake County, Mount Dora, the Agency, and their respective successors.

**Section 3.06 Filing.** The Mount Dora City Clerk is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court in Lake County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

**Section 3.07 Applicable Law and Venue.** This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Lake County, Florida for any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement.

**Section 3.08 Severability.** If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

**Section 3.09 Joint Effort.** The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Section 3.10 No Third-Party Beneficiaries.** This agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

**Section 3.11 Mutual Cooperation.** The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

**Section 3.12 Construction.** This Interlocal Agreement is the result of the negotiations among and between the Parties and such that all Parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

**Section 3.13 Intent and Interpretation.** This Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

**Section 3.14 Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

**Section 3.15 Effective Date.** This Interlocal Agreement shall become effective upon the filing of same pursuant to Section 3.06 above.

**IN WITNESS WHEREOF,** the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

**COUNTY**

ATTEST:

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Gary Cooney, Clerk  
Board of County Commissioners  
Of Lake County, Florida

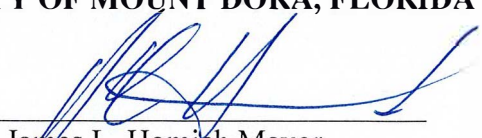
\_\_\_\_\_  
Leslie Campione, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney

**CITY OF MOUNT DORA, FLORIDA**

By:   
James L. Homich Mayor

This 1st day of April, 2025.

Attest:  
By:   
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY  
AS TO CITY OF MOUNT DORA ONLY.

  
Patrick Brackins/Andrew J. Hand, City Attorney

**NORTHEAST COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
James L. Homich, Chair

This \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

By: \_\_\_\_\_  
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY  
AS TO AGENCY ONLY.

\_\_\_\_\_  
Patrick Brackins/Andrew J. Hand, City Attorney

**Exhibit “A”**

**[MAP & LEGAL TO BE INSERTED FOLLOWING APPROVAL]**



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

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**DATE:** April 15, 2025

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Agreement with Habitat for Humanity of Lake-Sumter Florida, Inc., Related to the Home Repair Grant Funding Program, and Approval for the Mayor to Execute on Behalf of the Northeast CRA

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**Introduction:**

This is a request for the Northeast CRA Board to approve of the Home Repair Grant Partnership Agreement with Habitat for Humanity of Lake and Sumter County, Inc.

**Discussion:**

Resolution 2022-36 (Northeast CRA) created the Northeast Home Repair Grant Program. The Northeast CRA Redevelopment Plan of 2020, Section 2.4.1, Housing, states the objective of the Northeast CRA is to address the need for affordable housing for low and moderate-income residents and to encourage the rehabilitation of existing housing. This grant requires a dollar-for-dollar match not to exceed \$25,000 per home and the home must be owner-occupied. To date, no homeowner in the Northeast has been able to provide matching funds to utilize this program. When Habitat for Humanity of Lake and Sumter County learned that these funds were available, they started their own fundraising efforts to provide the matching funds for homeowners in need. To date, Habitat has raised more than \$150,000 in matching funds for this program. Additionally, Habitat is a licensed contractor and, as a not-for-profit, the dollars will go further to repair more homes.

This agreement with Habitat pertains to the property located at 1705 N. Wardell St. and 1455 Pine Ave. Mount Dora FL. This grant will allow Habitat to install a new roof and windows, and make the necessary life safety improvements to the home. As part of this project, Habitat will demolish an unsafe structure located adjacent to the home they are repairing at 255 E. Jackson Avenue. This agreement will additionally authorize Habitat to move forward with the repairs on two more homes that meet the requirements of the Northeast CRA Grant and the Habitat Repair Program. Each home will not exceed a grant amount of \$25,000 from the Northeast CRA. In order to receive the \$25,000 maximum grant award, total repair costs for the home must total at least \$50,000, including materials, labor, and other typical associated construction costs.

**Budget Impact:**

\$36,893.13 anticipated costs not to exceed \$50,000 from GL 118-1650-552.82-01 which has a fund balance of \$300,000.

**Strategic Impact:**

Objective 1.3.3 Promote workforce housing

Objective 1.3.4 Promote energy-conserving construction practices.

**Recommendation:**

Staff recommends approval of Home Repair Grant Partnership Agreement with Habitat for Humanity of Lake and Sumter County, Inc.

**Attachment(s):**

1. Habitat for Humanity Agreement. Home Repair Grant Program 2025
2. Attachment 1 Clara Johnson - Estimate - Agreement
3. Attachment 2 Orelinda Johnson - Estimate - Agreement

Prepared by: Adam Sumner, CRA Administrator  
Reviewed by: Adam Sumner, CRA Administrator  
City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 4/7/2025  
Approved - 4/7/2025  
Approved - 4/7/2025  
Final Approval - 4/7/2025

**HOME REPAIR AGREEMENT**  
*(Home Repair Grant Program 2025  
Multiple Properties.)*

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is made by and between the Northeast Community Redevelopment Agency, a dependent special district, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “NORTHEAST CRA”, and Habitat For Humanity of Lake-Sumter, Florida, Inc., 906 Avenida Central, The Villages, Florida, 32159, hereinafter referred to as “HABITAT”.

**WITNESSETH**

**WHEREAS**, the Northeast CRA Redevelopment Plan of 2020, Section 2.4.1, Housing, states that it is the objective of the Northeast CRA to address the need for affordable housing for low and moderate-income residents and to encourage the rehabilitation of existing housing; and

**WHEREAS**, pursuant to Northeast CRA Resolution 2020-121, the Northeast Community Redevelopment Agency Home Repair Grant Funding Program (Northeast CRA Grant Program) was created; and

**WHEREAS**, the purpose of the Northeast CRA Grant Program is to revitalize the community by helping to facilitate property renovation in the area; and

**WHEREAS**, HABITAT is a Florida Licensed Contractor with extensive construction and renovation experience; and

**WHEREAS**, HABITAT has agreed to provide matching funds for multiple property owners who have submitted applications to the Northeast CRA, seeking to renovate residential property located within the boundaries of the Northeast CRA; and

**WHEREAS**, the Northeast CRA has determined that it is in its best interest to enter into an agreement with HABITAT related to its match of grant funds in accordance with the Northeast CRA Grant Program.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.        RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.        PROPERTY OWNER MATCH.**

HABITAT hereby agrees to provide the property owner match amount required by the Northeast CRA Grant Program to assist with eligible home repairs for up to three (3) properties, following execution of this Agreement, located within the Northeast CRA. It is understood that applicants for assistance under the Northeast CRA Grant Program are served on a first come, first served basis. Prior to execution of this Agreement, Habitat has already assisted in the repair of three homes through the

grant program in the Northeast CRA. As an applicant is approved for the Northeast CRA Grant Program, the application shall be forwarded, by the Northeast CRA, to HABITAT for it to determine whether the applicant is eligible for the HABITAT matching funds. As of the date of this Agreement, HABITAT has approved the following property owners/properties for matching funds:

Orelinda Johnson, 1705 n. Wardell St., Mount Dora, FL  
Property ID # 29-19-27-0001-000-10900

Clara Johnson, 1455 Pine, Ave. Mount Dora FL  
Property ID # 29-19-27-0001-000-10500

HABITAT is continuing to work with additional homeowners under this Northeast CRA Grant Program.

### **SECTION 3. TERM.**

The term of this Agreement shall be for a period of (1) year from the date of execution or until such time as the certificate of occupancy is received for the last property for which matching funds are provided in accordance herewith, whichever is later.

### **SECTION 4. GRANT FUNDING.**

HABITAT will provide the matching fund amount, as required by the Northeast CRA Grant Program, to assist with eligible home repairs on up to three (3) properties located in the Northeast CRA boundary. HABITAT will submit a project budget to the Northeast CRA for each property for which it is providing matching funds. Within thirty (30) days after receipt of the project budget for a property, the Northeast CRA will provide HABITAT with an amount up to fifty percent (50%) of the total eligible improvement costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), for each property.

### **SECTION 5. OBLIGATIONS OF THE PARTIES.**

#### **A. HABITAT.**

Upon receipt of the grant funding as set forth herein, HABITAT agrees to ensure that the grant funds received by the Northeast CRA are used solely for eligible repairs consistent with the budget submitted to and approved by the Northeast CRA for each property owner. To the extent applicable, HABITAT agrees to the following Northeast CRA Grant Program compliance requirements and it agrees to assist each eligible property owner (referred to hereafter in this Section as GRANTEE), in complying with the following grant program requirements:

1. Within One Hundred Eighty (180) days after the execution of this Agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the Northeast CRA and/or the City of Mount Dora or any required City of Mount Dora permits (Project). Any and all Project documents submitted to the Northeast CRA and the City of Mount Dora are incorporated herein by this reference; however, in the event of a conflict between the terms and conditions of this Agreement and the Project documents, the terms and conditions of this Agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the Project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the Northeast CRA nor the City of Mount Dora shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the Project.
5. The GRANTEE expressly agrees that the Property must remain zoned residential and used for residential purposes during the entire term of this Agreement.
6. The GRANTEE expressly agrees that it must timely pay all ad valorem property taxes on the Property.
7. The GRANTEE expressly agrees that the grant funding is only being used to fund eligible improvements on the Property as permitted by the Northeast CRA Grant Program and is not being used for new construction on the Property.
8. The GRANTEE shall ensure that the Project is completed by contractor(s) who possess the required federal, state and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the Project.
9. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders and regulations of any federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
10. Upon completion of the Project, the GRANTEE shall submit its certificate of occupancy, or other notice of Project completion, photos of the completed work, all invoices issued for the Project, proof of payment in full and any and all other reasonably requested documentation to the Northeast CRA.
11. During construction of the Project, the GRANTEE shall maintain a sign on the property indicating sponsorship by the Northeast CRA and the City of Mount Dora pursuant to the Program.

B. Northeast CRA.

Within thirty (30) days after HABITAT provides a project budget for a property renovation, to the Northeast CRA, the Northeast CRA shall remit payment to HABITAT in an amount up to fifty

percent (50%) of the total eligible improvement costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for each separate eligible property owner up to a total of three (3) property owners, so long as such projects and payments meet all grant program stipulations, requirements, and approvals.

#### **SECTION 6. ERRORS IN DISBURSEMENT.**

HABITAT expressly understands and agrees that it will immediately reimburse the Northeast CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the Program.

#### **SECTION 7. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments 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 affect whatsoever on this Agreement.

#### **SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL.**

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

#### **SECTION 9. RELATIONSHIP OF THE PARTIES.**

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall HABITAT be considered an agent or representative of the Northeast CRA or the City of Mount Dora for any purpose whatsoever.

#### **SECTION 10. INDEMNIFICATION.**

HABITAT agrees to be liable for any and all damages, losses, and expenses incurred, by the Northeast CRA or the City of Mount Dora, caused by the acts and/or omissions of HABITAT, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program, the Project or this Agreement. HABITAT agrees to indemnify, defend and hold the Northeast CRA and the City of Mount Dora harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the HABITAT, or any of its employees, agents, sub- contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

#### **SECTION 11. BINDING EFFECT.**

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their

heirs, personal representatives, successors and/or assigns.

**SECTION 12. ASSIGNMENT.**

This Agreement shall only be assignable by the HABITAT upon the express written consent of the Northeast CRA.

**SECTION 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 Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 14. WAIVER.**

Failure of 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, or condition, or right of election, but same shall remain in full force and effect.

**SECTION 15. FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the Northeast CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes delay in the HABITAT's completion of a project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the Northeast CRA governing board.

**SECTION 16. NOTICE.**

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

Northeast CRA: Northeast Community Redevelopment Agency  
Attn: City Manager / CRA Administrator  
510 N. Baker Street  
Mount Dora, Florida 32757

*Copy to:* City Attorney, City of Mount Dora

510 N. Baker Street  
Mount Dora, Florida 32757

HABITAT: Habitat for Humanity of Lake-Sumter, Florida, Inc.  
Attention: Danielle Stroud, CEO  
906 Avenida Central  
The Villages, Florida 32159

**SECTION 17.**      **MODIFICATION.**

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

**SECTION 18.**      **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 19.**      **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 20.**      **ANTI-DISCRIMINATION.**

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the Northeast CRA and/or the City of Mount Dora in connection with any aspect of the Northeast CRA Grant Program, any project or this Agreement.

*The remainder of this page is intentionally blank.*

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

**NORTHEAST COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
**James L. Homich, Chairperson**

ATTEST:

\_\_\_\_\_  
Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.  
Approved as to form and legality.

\_\_\_\_\_  
Patrick Brackins, City Attorney

**HABITAT FOR HUMANTY OF LAKE-  
SUMTER, INC.**

\_\_\_\_\_  
Danielle Stroud  
CEO

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of \_\_\_\_\_, CEO of Habitat for Humanity of Lake-Sumter, Inc., who personally swore or affirmed that she is authorized to execute this Agreement and bind the corporation and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

ATTACHMENT #1

**Preservation & Repair Estimate and Approval**

Applicant's Name(s): Clara Johnson Phone: 239-778-5993

Street Address: 1455 Pine Ave City; Zip: Mount Dora 32757

In partnership with HFHLS, the following projects have been approved to be completed with the aid of the current program funds.

As the homeowner/applicant, please review the following table along with Habitat for Humanity Lake-Sumter Preservation Staff to confirm that you approve of all projects to be completed.

| Item Description                                                                  | Estimated Cost |
|-----------------------------------------------------------------------------------|----------------|
| Roof replacement                                                                  | \$8,362.26     |
| AC repair                                                                         | \$1,400.00     |
| Windows / trim                                                                    | \$6,162.00     |
| Ceilings & walls                                                                  | \$6,450.00     |
| Kitchen & Bathroom repairs                                                        | \$6,360.00     |
| Closet repairs                                                                    | \$1,570.00     |
| Porch / deck repair & replacement (Inc. estimated engineering & permitting costs) | \$6,385.00     |
| Exterior paint                                                                    | \$650.00       |
|                                                                                   |                |
| ESTIMATED TOTAL                                                                   | \$37,339.26    |

Projected Begin Date: ASAP

Projected Completion Date: ASAP

As a program recipient of the Preservation and Repair Program in partnership with Habitat for Humanity of Lake-Sumter, I Clara Johnson agree to all the work stated above that is to be completed at my place of residence, stated at the top of this document.

Clara Johnson 3/7/25  
Homeowner's Signature Date

V. F.  
Habitat for Humanity Lake-Sumter, FL Representative

W. M.  
Habitat for Humanity Lake-Sumter, FL Representative

3/7/25  
Date

3/7/25  
Date

# Habitat for Humanity Lake-Sumter Florida

Preservation and Repair Program in Partnership with  
Mt. Dora Repair Program & CRA Funds



Applicant's Name(s): Clara Johnson Phone: 239-778-5993

Street Address: 1455 Pine Ave City; Zip: Mount Dora 32757

## Partnership Contract

By signing this document, the homeowner hereby agrees to the conditions of this Partnership and has granted Habitat for Humanity Lake-Sumter, Florida the right to perform work to their house and/or property as discussed prior to scheduled project date. The homeowner agrees to submit all required paperwork and documents requested by Habitat for Humanity Lake-Sumter, Florida for the grant partnership with the Mt. Dora Repair Program (with available CRA funds). Both Habitat for Humanity Lake-Sumter, Florida and the homeowner will sign below, committing that they understand and agree to the partnership.

## Homeowner Partnership Agreement

As a program recipient of the Preservation and Repair Program in partnership with Habitat for Humanity of Lake-Sumter and Mt. Dora Repair Program Grant funds, I Clara Johnson agree to follow project guidelines and to work with both parties on what is needed to complete work to my home.

Please sign below to show you understand and accept all of the above statements.

Clara Johnson 3/7/25  
Homeowner's Signature Date

[Signature] 3/7/25  
HFHLS Rep. Signature Date

[Signature] 3/7/25  
HFHLS Rep. Signature Date

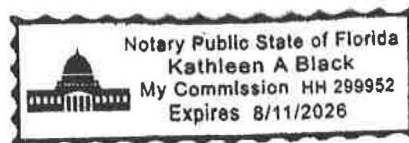
Kathleen A. Black

NOTARY PUBLIC – STATE OF FLORIDA

Name: Kathleen A. Black

Commission No.: HH 299952

My Commission Expires: 8/11/2026



Habitat for Humanity of Lake-Sumter Florida – 906 Avenida Central – The Villages, FL 32159

## ATTACHMENT #2

# Preservation & Repair Estimate and Approval

Applicant's Name(s): Ore Inda Johnson Phone: 352-932-9659

Street Address: 1705 N Wardell St. City; Zip: Mount Dora 32757

In partnership with HFHLS, the following projects have been approved to be completed with the aid of the current program funds.

As the homeowner/applicant, please review the following table along with Habitat for Humanity Lake-Sumter Preservation Staff to confirm that you approve of all projects to be completed.

| Item Description                                                                  | Estimated Cost     |
|-----------------------------------------------------------------------------------|--------------------|
| Roof fascia & soffit                                                              | \$4,315.00         |
| Flooring                                                                          | \$2,132.00         |
| Ceiling repair                                                                    | \$300.00           |
| Kitchen / bathroom / closet repair                                                | \$4,510.00         |
| Laundry room repair                                                               | \$1,175.00         |
| Porch / deck repair & replacement (Inc. estimated engineering & permitting costs) | \$18,505.00        |
| Exterior siding                                                                   | \$2,860.00         |
| Exterior paint                                                                    | \$2,650.00         |
|                                                                                   |                    |
| <b>ESTIMATED TOTAL</b>                                                            | <b>\$36,447.00</b> |

Projected Begin Date: ASAP

Projected Completion Date: A SAP

As a program recipient of the Preservation and Repair Program in partnership with Habitat for Humanity of Lake-Sumter, I Orelinda Johnson agree to all the work stated above that is to be completed at my place of residence, stated at the top of this document.

Orelinda Johnson 3/7/25  
 Homeowner's Signature Date

Vit f  
 Habitat for Humanity Lake-Sumter, FL Representative

Wan 1/2  
 Habitat for Humanity Lake-Sumter, FL Representative

3/7/25  
 Date

3/7/25  
 Date

# Habitat for Humanity Lake-Sumter Florida

Preservation and Repair Program in Partnership with  
Mt. Dora Repair Program & CRA Funds



Applicant's Name(s): Orelinda Johnson Phone: 352-932-9659

Street Address: 1705 N Wardell St. City; Zip: Mount Dora 32757

## Partnership Contract

By signing this document, the homeowner hereby agrees to the conditions of this Partnership and has granted Habitat for Humanity Lake-Sumter, Florida the right to perform work to their house and/or property as discussed prior to scheduled project date. The homeowner agrees to submit all required paperwork and documents requested by Habitat for Humanity Lake-Sumter, Florida for the grant partnership with the Mt. Dora Repair Program (with available CRA funds). Both Habitat for Humanity Lake-Sumter, Florida and the homeowner will sign below, committing that they understand and agree to the partnership.

## Homeowner Partnership Agreement

As a program recipient of the Preservation and Repair Program in partnership with Habitat for Humanity of Lake-Sumter and Mt. Dora Repair Program Grant funds, I Orelinda Johnson agree to follow project guidelines and to work with both parties on what is needed to complete work to my home.

Please sign below to show you understand and accept all of the above statements.

Orelinda Johnson 3/7/25  
Homeowner's Signature Date

[Signature] 3/7/25  
HFHLS Rep. Signature Date

[Signature] 3/7/25  
HFHLS Rep. Signature Date

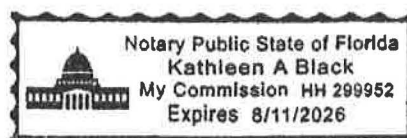
Kath A. Black

NOTARY PUBLIC – STATE OF FLORIDA

Name: Kathleen A. Black

Commission No.: HH 299952

My Commission Expires: 8/11/2026



Habitat for Humanity of Lake-Sumter Florida – 906 Avenida Central – The Villages, FL 32159