



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

Mount Dora Northeast Community Redevelopment Agency Governing Board

**Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
January 16, 2024**

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

ACTION ITEMS

1. 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 2

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 THE 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.



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

DATE: January 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, 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

Introduction:

This is an opportunity for Council to consider approval 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 \$115,000 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 255 E. Jackson Avenue. 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:

Staff recommends utilizing up to \$75,000 of the \$175,000 of the available balance of the Economic Development Incentives.

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. signed Habitat Grant Agreement 2024

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 1/3/2024

Approved - 1/8/2024

Approved - 1/9/2024

Approved - 1/9/2024

Final Approval - 1/11/2024

MEMORANDUM OF AGREEMENT

*(Home Repair Grant Program 2023
255 East Jack Ave.)*

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:

Ralean Peak 255 East Jackson Ave, Mount Dora, FL 32757
Property ID # 30-19-27-1300-00B-03800

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 _____, 2024.

**NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY**

Crissy Stile, Chairperson

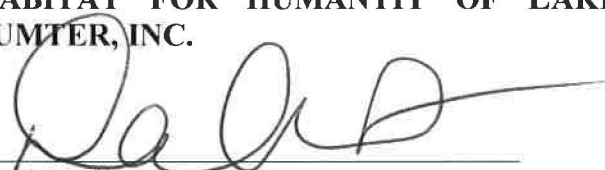
ATTEST:

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 HUMANITY 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 Danielle Stroud, 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 3rd day of January, 2024.

(SEAL)



Notary Public, State of Florida

