

**CARVER HEIGHTS MONTCLAIR AREA CRA
AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 22, 2025 5:00 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVAL OF MINUTES:

A. Regular meeting held September 11, 2025

3. RESOLUTIONS:

A. Resolution of the Carver Heights/Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, approving Home Improvement Grant Award Agreements for three (3) recipients in the Carver Heights/Montclair Area Community Redevelopment Agency, and rescinding one (1) grant application previously awarded; and providing an effective date.

4. ROLL CALL:

5. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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 of Leesburg does not provide this verbatim record.

**AGENDA MINUTES
CARVER HEIGHTS/MONTCLAIR AREA CRA MEETING
CITY HALL, 501 W MEADOW STREET
THURSDAY, SEPTEMBER 11, 2025 5:01 PM**

1. CALL TO ORDER

The City of Leesburg Carver Heights/Montclair Area Community Redevelopment Agency held a regular meeting on Thursday, September 11, 2025, at Leesburg City Hall. Chairperson Reisman called the meeting to order at 5:01 pm with the following members present:

Commissioner Robert Alderman (5:06 pm)
Commissioner Allyson Berry
Commissioner Jimmy Burry (5:06 pm)
Commissioner Jay Connell
Commissioner Theresa Conner
Commissioner Mike Pederson
Chairperson Alan Reisman

Also present were City Manager (CM) Al Minner, Budget Director (BD) Brandy McDaniel, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

Chairperson Reisman gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVAL OF MINUTES:

A. Regular meeting held June 23, 2025

Commissioner Pederson made a motion to approve the regular meeting minutes of June 23, 2025, and Commissioner Berry seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Conner	Yes
Commissioner Connell	Yes
Chairperson Reisman	Yes

Five years, no nays, the Commission approved the meeting minutes.

3. RESOLUTIONS:

A. Resolutions amending the Budget for Fiscal Year 2024-25 and adopting the Budget for Fiscal Year 2025-26 for the Carver Heights / Montclair Area Community Redevelopment Agency.

Budget Director (BD) Brandy McDaniel said she had one slide to let the commission know where they are at. The draft that was presented did not have all the revenue in it because they did not receive the ad valorem numbers until later. So, there was an increase of \$81,000 to the revenue and the only change that was made was to the reserve. It was at \$82,000 in the draft, and it has now increased to \$164,000. That \$81,000 increase will go into reserves for the Carver Heights CRA. The value of this CRA has grown 12.5%. With the home improvement grants, we allocated \$600,000. Last year we made improvements to about twenty houses, so she believes that will be about the same. She noted that the stormwater pond improvements were budgeted in stormwater. They will not come from the Carver Heights CRA fund. That will be in the regular operating budget, and that is \$150,000. **Mayor Reisman** asked if there were any questions for the budget director.

Commissioner Berry said she had two discussion items she would like to add. First was the Carver Heights Montclair CRA development plan, since the master plan they are working with is from 2015. She would like to bring that up to date to include goals and changes to the economy as well as the district. She also wanted to include an after-school/summer tutoring program. That would bring enrichment and education programs for the youth. She would like to advocate for an allocation of \$150,000. It would be a summer tutoring program at the teen center, but she would also look at churches due to conversations they had with the Boys and Girls Club and the structure. It is important to provide some form of summer programs for the youth in district one. She would also like to bring up the master plan because she would like to have an up-to-date plan. We should incorporate the extensions of the district because those have grown along with the demographics, and with stakeholders, because they have changed within district one. **Chairperson Reisman** wanted to know if we had any idea how the tutoring program would work? Is there an outline for that? **Commissioner Berry** said yes and she had previously presented this. She would like to incorporate teachers to work with her on this. Some teachers said they were willing to volunteer. They would concentrate on Math and English as well as Civics. She would like to teach the children about the city structure and how the city works as far as making decisions and running a city. She would incorporate some summer fun of teaching dance, music and chorus. One teacher said she was willing to create a chorus for the area. **Chairperson Reisman** inquired if this would all be orchestrated through the Boys and Girls Club? **Commissioner Berry** said she was hoping to use the Boys and Girls Club location, but if not, she would consider churches. **Commissioner Pederson** said his only concern is that the city put a lot of money into the Boys and Girls Club, which tugs at him. The city spent \$2.5 million on the Boys and Girls Club, and he looks at what they offer. He would hope that they would work together with them. **Commissioner Berry** said she was hoping to as well, but they do not offer any arts and enrichment curriculum. They offer sports, but nothing is really happening in the mixing room that they have there. **Commissioner Pederson** wanted to know how much money this was going to be. **Commissioner Berry** responded that she estimates it to cost about \$120,000, and she previously presented a layout of her proposal and she could share that later. However, this would be a two-to-three-hour summer program Monday through Friday and after school for an hour. She also has teachers willing to volunteer and some were willing to orchestrate and oversee one of the programs. **Commissioner Pederson** asked if she had talked to the Boys and Girls Club about this? **Commissioner Berry** said yes, they did. **Commissioner Pederson** questioned how that discussion went. **Commissioner Berry**

responded that the conversation was about a year and a half ago. At that time, they were going through some restructuring, so she did not know much about that outcome. **Commissioner Pederson** stated he did not mean to keep asking rapid-fire questions, but this really tugged at him. There was a lot of support for the Boys and Girls Club, and we put it where the community wanted it. We spent \$2.5 million, so it troubled him to fund something that competes against that. Unless there were really good reasons, he would struggle with this concept. He was not saying he was a no vote, but he does struggle with this because we have so much investment in the Boys and Girls Club, so he would think there would be a way to work through this together to do what is best for Carver Heights. **Commissioner Berry** said it would not go against it, we would be adding to it. That is how she looked at it and currently there is nothing for the kids. In fact, there are not many children going there from this district because it is more of a force of reading. **Commissioner Pederson** said he was on the board. However, he has not kept up with it over the last year. **Commissioner Berry** stated if they looked at the numbers, they would see that there were not many kids going there. **Commissioner Connell** wanted to know how much she was proposing for the after-school program. **Commissioner Berry** replied that she was proposing \$150,000 for the after-school program and the CRA redevelopment plan update would be \$100,000. **Commissioner Connell** wanted to verify that she was asking for \$250,000. **CM Minner** said it would be about \$150,000. **Commissioner Connell** asked if that would be coming out of the CRA fund. **Commissioner Berry** said that was what she was hoping for. **Commissioner Connell** inquired if there was enough money in the fund to allocate towards that. **CM Minner** replied yes, if they so choose to do that. **Commissioner Connell** wanted to verify that she was asking for \$150,000 for after-school activities. **Commissioner Berry** said she thought he was asking about the master plan update. **Commissioner Connell** said he was asking about what she was referring to. **Commissioner Berry** remarked that she was asking for two items. With the after-school program, she was asking for \$150,000 to support the after-school and summer tutoring program at the teen center in collaboration with the Boys and Girls Club. If that did not work, even though they have met with them before, she would look at utilizing the churches. There are some churches offering to allow the kids to come in for three to four hours. The second request was a proposal for the Carver Heights Montclair CRA master plan update and that would cost around \$150,000. **Commissioner Pederson** said he was not going to push back on these items if they are that important to her, but he would hate to clean out the reserve. He would support them both, but he would want to pull a \$100,000 out of the home improvement grant program because he would hate to wipe out the reserves. We have \$280,000 left, and we would be taking out \$270,000. It is a lot of money, but if they pulled \$100,000 out of the home improvement grant, they would still have half a million dollars. **Commissioner Berry** indicated that the home improvement grant program is growing. More people are jumping on that. They are taking advantage of it and utilizing the program. In fact, she received an update and over half of the homes are almost completed, and there is a list of people waiting to join. However, she does not want to wipe out the reserves either. **Commissioner Pederson** stated we have \$280,000 left in the reserves, and you are asking for an additional \$250–\$270,000. **CM Minner** wanted to clarify that they have almost \$163,670 of new money estimated to come in for FY 26, plus the \$280,000 that has not been allocated. **Commissioner Berry** wanted to verify that it would not be a wipe out. **Commissioner Pederson** apologized. He thought the \$280,000 was total after the \$163,670. **BD McDaniel** mentioned that they have to wait for the \$163,670 because that will be at the end of FY 26. **CM Minner** said they are sitting on \$280,000 and then at the end of FY 26 they will have \$163,670 coming in. If they do not do anything, it will be \$163,670 plus the \$280,000 in reserves. **Commissioner Pederson** withdrew his comment because he thought they were taking \$250–\$270,000 out of the \$280 and that was troubling to him. **Chairperson Reisman** asked if there were any other commissioner's comments? There were none. He asked the city manager if he needed some direction on these items. **CM Minner** responded no, but if the commissioner wants to change the proposed budget, a motion is in order and the motion would be for \$150,000 for the new master plan study and \$150,000 for the after-school tutoring program. **Chairperson Reisman** wanted to verify that the final vote for this would be on September 22, 2025. **CM Minner** answered yes. **Chairperson Reisman** asked that before making a motion, can staff provide them

with a little more information on this? **Commissioner Berry** indicated that she could provide further details and she would include the actual plan. **Chairperson Reisman** stated that he would like to see how the churches would handle it and what the oversight would be. There are a lot of things that this could have an impact on, including the Boys and Girls Club. **Commissioner Pederson** agreed. He would like to see the impact on the Boys and Girls Club, and he would like their support. **Commissioner Berry** commented that she could provide that. She has a detail that was presented to the Boys and Girls Club, but because they were restructuring at the time of their meeting, they did not have a chance to follow-up. However, at that time, they were looking at utilizing the school as a title one school and focusing on that. Since then, the numbers have gone down. There is not that much participation in the Boys and Girls Club after-school program. The summer program did have a higher participation, but they were not kids from district one. **Chairperson Reisman** stated they provided a \$100,000 grant last year for that, and they did not have any takers on that from within the district. **CM Minner** agreed, but that was done two years ago and last year they removed that funding. **Commissioner Pederson** mentioned that they put that there because at least three hundred people were in that meeting from that district, and they said they wanted the Boys and Girls Club there, so he was a bit taken back. That was not a criticism to the commissioner, but he was taken back that the city would build a \$2.5 million-dollar facility and the community who wanted it is now perplexed about using it or happy with it. **Commissioner Berry** said she thought the building was beautiful, but it is underutilized; it really is. **Commissioner Pederson** mentioned that he was a little troubled by that. **Chairperson Reisman** stated he would like more information on this before they make a motion and a vote. **Commissioner Berry** indicated that she would provide more information on that. **Chairperson Reisman** stated that she needed to provide that to the city manager so he could disseminate it out. **CM Minner** informed her that she would have to wait until the meeting of September 22, 2025. **Commissioner Berry** inquired if the city manager still had the information, or should she send an updated report? **CM Minner** responded that she needed to send him that information offline, and they would get together after this meeting. **Chairperson Reisman** asked if there were any other commission comments. There were none.

- 1. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, approving the amended Fiscal Year 2024-25 Budget; Appropriating certain funds to specific redevelopment projects; and providing an effective date.**

ADOPTED RESOLUTION 114

Commissioner Pederson introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Pederson made a motion to adopt the resolution and Commissioner Berry seconded the motion.

Chairperson Reisman requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Conner	Yes
Commissioner Alderman	Yes
Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Chairperson Reisman	Yes

Seven yeas, no nays, the Commission adopted the resolution.

2. **Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, approving the Fiscal Year 2025-26 Budget; appropriating certain funds to specific redevelopment projects; and providing an effective date.**

ADOPTED RESOLUTION 115

Commissioner Pederson introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Pederson made a motion to adopt the resolution and Commissioner Berry seconded the motion.

Chairperson Reisman requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Conner	Yes
Commissioner Alderman	Yes
Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Chairperson Reisman	Yes

Seven yeas, no nays, the Commission adopted the resolution.

4. ROLL CALL:

Commissioner Pederson had no comment tonight.

Commissioner Berry had no further comment.

Commissioner Conner had no comment this evening.

Commissioner Alderman had no comment.

Commissioner Connell had no further comment.

Commissioner Burry apologized for being tardy.

Chairperson Reisman had nothing further to comment on.

5. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES

DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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 of Leesburg does not provide this verbatim record.

With a motion by Commissioner Pederson and a second by Commissioner Berry, the meeting adjourned at 5:17 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 3.A.

Meeting Date: September 22, 2025

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the Carver Heights/Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, approving Home Improvement Grant Award Agreements for three (3) recipients in the Carver Heights/Montclair Area Community Redevelopment Agency, and rescinding one (1) grant application previously awarded; and providing an effective date.

Staff Recommendation:

On October 9, 2024, the City began accepting applications for the Home Improvement Grant Program, which was specifically allocated for homes located in the Carver Heights/Montclair Area CRA. The City entered into a revised Memorandum of Understanding with Lake Community Action Agency (LCAA) on January 27, 2025, to provide construction administration services to carry out the work at \$4,000 per home. LCAA will also be providing funding for each eligible grant recipient in accordance with Department of Energy guidelines at a minimum of \$5,500, not to exceed \$8,497, per home. The funding provided by LCAA will serve as the eligible grantee's portion of matching funds, thereby satisfying the covenant for repayment requirement. For those recipients who do not qualify for assistance from LCAA, a five-year lien will be placed on their home or 10% of the project cost will be required from the recipient.

On June 9, 2025, the Carver Heights/Montclair Area CRA board approved nineteen (19) grant award agreements for a total amount of \$445,670, with an additional \$76,000 in construction administration fees for a total of \$521,670, with a contingency of \$22,284. Staff is requesting the approval of three (3) additional grant award agreements, and the revocation of approval of one previously approved agreement as the applicant has decided to relocate from the home.

2025 HOME IMPROVEMENT GRANT RECIPIENTS

LAST NAME	FIRST NAME	ADDRESS	PROJECT TOTAL	LCAA GRANT AMOUNT (RECIPIENT GRANT MATCH)	ADMIN FEE (PAID BY CITY)
PREVIOUSLY APPROVED APPLICATIONS					
Lacey	Carmelia	905 McCormack Street	\$ 25,000	\$ 5,500	22% \$ 4,000
Smith	Lesia	816 Talladega Street	\$ 24,300	\$ 5,500	23% \$ 4,000
Niblack Smith	Simonia	808 Georgia Avenue	\$ 25,000	\$ -	0% \$ 4,000
Parker	Joyce	800 Georgia Avenue	\$ 25,000	\$ 5,500	22% \$ 4,000
Wright	Audrey	909 Talladega Street	\$ 24,450	\$ 5,500	22% \$ 4,000
Timmons	Deborah	2313 Mispah Avenue	\$ 23,955	\$ 5,500	23% \$ 4,000
Crumpler	Angela	1004 Nebraska Street	\$ 25,000	\$ 5,500	22% \$ 4,000
Heron	Ewen	1010 McCormack Street	\$ 24,775	\$ 5,500	22% \$ 4,000
Rogers	Neda	2107 Woodland Blvd	\$ 24,995	\$ 5,500	22% \$ 4,000
Collier	Rozalind	1212 Tuskegee Street	\$ 25,000	\$ 5,500	22% \$ 4,000
Shaw	Mary	2350 Mispah Avenue	\$ 23,020	\$ -	0% \$ 4,000
Reese	Betty	2316 Olivet Avenue	\$ 23,900	\$ 5,500	23% \$ 4,000
Wade	Dorothy	1131 Tuskegee Street	\$ 25,000	\$ 5,500	22% \$ 4,000
Heflin	Katina	2120 Simmons Avenue	\$ 25,000	\$ 5,500	22% \$ 4,000
Law	Kiwanis	813 Talladega Street	\$ 25,000	\$ 5,500	22% \$ 4,000
Reese	Joan	2312 Olivet Avenue	\$ 25,000	\$ 5,500	22% \$ 4,000
McKenzie	Voncille	2112 Woodland Blvd	\$ 19,900	\$ -	0% \$ 4,000
Peterkin	Verdia	2130 Woodland Blvd	\$ 23,900	\$ -	0% \$ 4,000
NEW APPLICATIONS					
Mitchem	Richard & Belda	2200 Mispah Avenue	\$ 25,000	\$ 5,500	22% \$ 4,000
Currington	Jason & Monica	2114 Woodland Blvd	\$ 25,000	\$ 5,500	22% \$ 4,000
Young	Ossie	2310 Olivet Avenue	\$ 25,000	\$ 5,500	22% \$ 4,000
PROPOSED REVOCATION					
Griffin	Lakesha	902 Talladega Street	\$ 25,000	\$ 5,500	22% \$ 4,000
Total			\$ 513,195	\$ 93,500	\$ 84,000
				TOTAL CITY EXPENSE	\$ 597,195
				CONTINGENCY	\$ 2,805
				TOTAL CITY BUDGET	\$ 600,000
				BUDGET VARIANCE	\$ -

Attached is an inspection report containing an itemized list of repairs for the three (3) additional homes. Staff recommends approval of providing the City Manager authority to pay \$4,000 per home (\$12,000) to LCAA for inspection and administrative services. The amount will be paid from allocated grant funds, keeping the total expense within the FY 25 budget amount.

The attached grant agreement is a boilerplate agreement. Each recipient has a tailored agreement specific to their respective grant award. The staff are requesting that the Mayor execute each grant award agreement which reflects the amounts shown in the table above.

Analysis:

The Home Improvement Program is a city-wide program that was revised in 2023 to increase the grant amount from \$5,000 to \$25,000 in order to address additional home improvement needs. This activity has been identified as a priority in the Carver Heights/Montclair Redevelopment Plan.

Procurement Analysis:

Funds have been allocated in the FY 25 budget for the Home Improvement Grant Program.

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Carver Heights CRA budget includes funds for these grants.

Account No. 017-6190-559-8213

Project No. CRAHRP

Budget \$600,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA, APPROVING HOME IMPROVEMENT GRANT AWARD AGREEMENTS FOR THREE (3) RECIPIENTS IN THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY, AND RESCINDING ONE (1) GRANT APPLICATION PREVIOUSLY AWARDED; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

THAT the Chairperson and Secretary are hereby authorized to execute Home Improvement Grant Award Agreements with three (3) grant recipients located in the Carver Heights / Montclair Community Redevelopment Area. Each grant is awarded as listed on the attached Exhibit A; and

THAT the Carver Heights/Montclair Area CRA hereby revokes the grant award to Lakesha Griffin, 902 Talladega Street, due to her relocation from the home; and

THAT the City Manager shall have the authority to spend \$4,000 per home grant on administration and inspection services to be conducted by the Lake Community Action Agency, with the expense not to exceed \$12,000.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of September 2025.

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG

HOME REPAIR GRANT AWARD AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the **CITY OF LEESBURG**, a Florida municipal corporation (“City”), _____ (“Grantee/Owner”), and **LAKE COMMUNITY ACTION AGENCY** a private non-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-1143962) (“Contractor”).

RECITALS:

WHEREAS, on or about October 7, 2024, the City began accepting Home Improvement Grant applications in furtherance of the City’s Home Improvement Grant Program (the “Program”); and

WHEREAS, on January 27, 2025, the City entered into a Memorandum of Understanding with Lake Community Action Agency to administer the construction management for the Program in accordance with the most recent amendments to the Program as approved via Resolution 11,969; and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, are qualified and possess the required licensure and skill to perform the work required for the Projects; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City for its part, and Contractor for its part, hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

3. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 - Exhibit A: Scope of Work (City-paid) and Price Proposal
 - Exhibit B: Department of Energy (DOE) Inspection Report (if applicable)
 - Exhibit C: Scope of Work (DOE-paid, if applicable)

4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A and Exhibit C - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of _____ (“Contract Sum”) as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.

6. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.

7. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

8. **Invoice Submission.** Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Leesburg Housing Department, Attn: Sandra Wilson, Director** E-Mail: Sandra.Wilson@Leesburgflorida.gov Telephone: **352-728-9765** Address: **P. O. Box 490630, Leesburg, Florida, 34748.**

9. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
10. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
11. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
12. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
13. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8015934594C-5). The City's Employer Identification Number is 59-6000362. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, if required, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
14. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
15. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**
16. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within FORTY-FIVE (45) days of the start date.**

17. **Weather Days.** Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
18. **Lead Time.** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.
19. **Working Hours.** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.
20. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City. All claims for extension that have not been timely submitted by Contractor to the City in writing shall be forever barred and waived.
21. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
22. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
23. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of

the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

24. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
25. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
26. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
27. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
28. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
29. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination

of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

30. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

1. Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
2. Contractor provides material that does not meet the specifications of the Agreement;
3. Contractor fails to complete the work required within the time stipulated in the Agreement; or
4. Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

31. **Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure any breaches or violations set forth in a written notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice. Prior to Contractor seeking to terminate this Agreement for any breach or default by City, Contractor shall first be required to give City written notice of any such defaults or breaches and provide the City with a reasonable time within which to cure the same.

32. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following: (1) City shall be entitled to terminate this Agreement without further notice.

1. City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

2. City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
3. City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

33. Termination for Convenience. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

34. LIQUIDATED DAMAGES FOR LATE COMPLETION. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

1. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
2. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute

resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

3. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
4. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

35. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

1. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
2. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
3. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

36. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such timely reported delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

37. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

38. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Leesburg and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
39. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
1. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 2. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 3. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 4. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 5. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 6. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the

convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

40. **OWNER'S RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:
1. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
 2. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
 3. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
 4. **Pets.** Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.

5. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.
6. **License to Photograph Property.** Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
7. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Contractor. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.
8. **Homeowner's Insurance.** No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.
9. **Covenant for Repayment.**
In accordance with the provisions of the Home Improvement Grant Program guidelines, the Owner has been determined to be eligible and will receive additional financial assistance through the Lake Community Action Agency Weatherization Program in an amount not to exceed \$8,497, which shall serve as the cash match for the CRA grant; therefore, no covenant for repayment will be required.
10. **No City Warranty.**

Grantee understands, agrees, and acknowledges that City does not warrant or guaranty Contractor's work or materials. Grantee shall look solely to Contractor and any warranties provided by Contractor to the extent there is any defective work or performance by Contractor.

41. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:

1. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be responsible to

see that the finished work complies accurately with the contract and the intent thereof.

2. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.
3. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
4. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
5. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
6. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
7. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
8. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
9. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.

10. Contractor understands the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
 11. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.
 12. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.
 13. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspections of all work by authorized personnel.
 14. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
42. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the City:
1. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
 2. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement up to the maximum Grant Award of Twenty-Five Thousand Dollars (\$25,000.00).
 3. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
 4. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work for any reason.

43. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as to prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
44. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
1. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 2. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
45. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
46. **APPLICABLE FEDERAL PROVISIONS.**
1. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. **Equal Employment Opportunity.** Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 3. **Copeland Anti-Kickback Act.** Contractor shall comply with the provisions with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
47. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor’s operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor’s Commercial General Liability policy or separate Commercial Automobile Liability policy.
48. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
1. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 2. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 3. Policy must include coverage for contractual liability and independent contractors.
 4. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

49. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Leesburg and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

50. **MISCELLANEOUS INSURANCE PROVISIONS.**

1. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
2. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
3. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance

has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Leesburg. Attention: Housing Department, Address: P O Box 490630, Leesburg, FL 34748, EMail: Sandra.Wilson@Leesburgflorida.gov.**

Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

4. City as an Additional Insured. The City of Leesburg shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
5. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for nonpayment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Leesburg at Sandra.Wilson@Leesburgflorida.gov.
6. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
7. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Leesburg" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits

51. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the work and other persons that may be affected thereby;
2. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

52. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

1. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
2. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

53. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily,

during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

54. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
55. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
56. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully

authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

57. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
58. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
59. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
60. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional persons and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
61. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
 1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF LEESBURG, OFFICE OF THE CITY CLERK; 352-728-9786 x 1150; Email: Andi.Purvis@Leesburgflorida.gov; Leesburg City Hall, 501 W Meadow Street, Leesburg, FL 34748.

62. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
63. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

64. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://everify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
65. **CONFLICT OF INTEREST.** Contractor is required to disclose the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Leesburg Procurement Department.
66. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
67. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
68. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers

may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.

69. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

70. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Lake Community Action Agency, Inc.
Attention: James Lowe, Executive Director
501 North Bay Street
Eustis, Florida 327267
Phone: 352-
E-mail:

If to City of Leesburg as
Agent

for Owner:

Sandra Wilson
Director of Housing and Redevelopment
P O Box 490630
Leesburg, Florida 34748
Phone: 352-728-9765
E-mail: Sandra.Wilson@Leesburgflorida.gov

Copy to:

Grant Watson, City Attorney
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

Phone: 352-357-0330
E-mail: Grant@StoneandGerken.com

71. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
72. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
73. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
74. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Orlando Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

75. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
76. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
77. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
78. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
79. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by all parties to this Agreement.
80. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
81. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
82. **ENTIRE AGREEMENT.** This Agreement, including exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
83. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on

behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth.

CITY OF LEESBURG

Alan Reisman, Mayor

ATTEST:

Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Grant Watson, City Attorney

CONTRACTOR:

**James Lowe, Executive Director
Lake Community Action Agency**

Date

GRANTEE:

Owner

Date

Lake Community Action Agency / City of Leesburg

Owner: Richard Mitchem

Property Address: 2200 Mispah Ave, Leesburg, FL

Year Built: 1997

Bedrooms: 3

Bathrooms: 1

Square Feet: 1,152

Task	Eligible Improvement Category	Detailed Description of Work
Replace Front Door & Threshold	Exterior doors, storm doors, patio doors, garage doors, and openers	Remove and replace the existing front door and threshold to improve security, weather sealing, and curb appeal. Ensure tight fit and energy-efficient installation.
Seal Baseboards in Living Room	Mold and Moisture	Seal gaps along baseboards where moisture intrusion occurred from leaking A/C window unit. Prevents mold growth and improves indoor air quality.
Spray for Pest Control	Health & Safety	Apply commercial-grade pesticide to the home interior to eliminate pest infestation and reduce health hazards.
Repair Kitchen Ceiling	Interior ceiling and drywall	Patch and repair cracked drywall in the kitchen ceiling. Ensure smooth finish and paint to match existing surfaces.
Install Vinyl Plank Flooring	Flooring repair or replacement	Install durable, waterproof vinyl plank flooring in the kitchen, living room, and hallway. Provides long-lasting performance and modernizes interior aesthetics.
Repair Side Door Framing & Weatherseal	Exterior door repair & weatherization	Repair deteriorated wood framing around the side doors and install proper weatherstripping to prevent drafts and moisture intrusion.
Repair Front Porch Light	Electrical fixtures and lighting	Troubleshoot and repair non-working front porch light fixture to restore exterior illumination and safety.
Replace Vinyl Siding (Front)	Exterior wall repair	Remove damaged vinyl siding at the front of the home and install matching replacement siding to restore structural and visual integrity. 2 locations at the porch area
Install New Lockset on Storage Door	Security and accessibility upgrades	Replace faulty or damaged storage room door hardware with a secure, easy-to-operate lockset. Provide client with the keys.

Task	Eligible Improvement Category	Detailed Description of Work
Install 3 Ceiling Fans	Electrical fixtures and lighting	Replace three non-functioning ceiling fans with energy-efficient units to enhance airflow and reduce cooling costs.
Replace (3) Damaged Windows	Window replacement	Replace two windows at the front right of the door and one cracked window on the right side of the home. Install energy-efficient units to improve insulation and comfort.
Replace Kitchen Sink Light Fixture	Electrical fixtures and lighting	Remove outdated or damaged light over kitchen sink and install a new, energy-efficient fixture to enhance task lighting.
Install 15 SEER HVAC System	Central heating and air	Install a new 15 SEER-rated HVAC system with properly insulated ductwork. Ensure professional integration with existing systems for maximum efficiency and indoor comfort.
Insulate Attic to R-30	Central heating and air	Install R-30 insulation in the attic to improve energy efficiency and reduce heating/cooling costs. Helps maintain a consistent indoor temperature.
Repair Fence	Structural safety & site improvements	Inspect and repair damaged areas of fencing. Secure all loose sections and ensure full perimeter is intact.
Install New Front Gate	Security and accessibility upgrades	Install a new front gate with a functioning latch for enhanced property access control and curb appeal.


Total: \$25,000

Project Disclaimer

This scope of work outlines the planned improvements for your home under the City of Leesburg and Lake Community Action Home Improvement Project. Please note:

1. **Changes May Occur** – During the renovation, unforeseen conditions may require modifications to the work plan. Hidden structural issues, outdated materials, or necessary code upgrades could impact the project's scope.
2. **Alternative Solutions** – If a more effective or durable repair method is identified during construction, we may recommend a better alternative to ensure long-term safety and efficiency.
3. **Photo & Video Documentation** – As part of the project, we will document progress through photos and videos. You may also be interviewed to share your experience and highlight the impact of these improvements.

By signing below, you acknowledge that you understand the proposed improvements, potential changes, and documentation process.

Homeowner Signature: 
Date: 8-12-2025 Belda L. Mitchem

Lake Community Action Agency / City of Leesburg

Owner: Monica Currington

Property Address: 2114 Woodland Blvd, Leesburg, FL 34748

Phone Number: 352-530-3696

Year Built: 1962

Bedrooms: 3

Bathrooms: 2

Square Feet: 1,357

Task Eligible Improvement	Category	Detailed Description of Work
Replace Master Bedroom Door	Exterior doors & security	Remove plywood covering and install a secure, exterior-grade door to restore access, and egress to the master bedroom.
Replace Utility Room Door	Exterior doors & utility access	Replace deteriorated utility room door with a properly insulated exterior door to improve energy performance and weather resistance.
Replace 5 Windows	Window replacement	Remove and replace 5 damaged or inefficient windows with new double-pane, energy-efficient units. Ensure proper flashing, sealing, and alignment for insulation and moisture control.
Update Electrical Box in Utility Room	Electrical panel upgrade	Replace outdated or undersized electrical panel with a modern, code-compliant breaker box to meet current load requirements and improve electrical safety.
Replace Non-Grounded Outlets	Electrical safety & modernization	Replace existing 2-prong outlets throughout the home with properly grounded 3-prong outlets. Ensure grounding path meets NEC (National Electrical Code) safety standards.
Vent Stove to Exterior	Indoor air quality & health	Install ductwork to connect stove range hood to exterior wall. Properly vent cooking fumes and moisture to improve indoor air quality and reduce grease accumulation.
Vent Bathrooms to Exterior	Indoor air quality & health	Install exhaust fans in both bathrooms with ducting routed to the home's exterior. Helps prevent humidity buildup, mold growth, and damage to drywall or trim.
HVAC System & Adjustments	Central heating & air	Replace existing HVAC system. Please Note: Current air handler appears to be installed in reverse orientation.
Remove Master Bedroom Window Unit	Energy efficiency	Remove existing window A/C unit from master bedroom upon HVAC duct reroute feasibility. If possible seal opening with drywall and finish

Task Eligible Improvement	Category	Detailed Description of Work
Insulate Attic to R-30	Central heating & air	Install R-30 fiberglass batt or blown-in insulation in attic to reduce heat gain/loss and improve indoor temperature regulation.
Replace Damaged Soffits & Install Vents	Mold and Moisture	Replace deteriorated soffit panels around home. Install passive intake vents to improve attic airflow, reduce moisture buildup, and extend roof lifespan.

Total: \$25,000

Project Disclaimer

1. **Changes May Occur** – During renovation, unforeseen conditions may require modifications to the work plan. Hidden structural issues, outdated materials, or necessary code upgrades could impact the project’s scope.
2. **Alternative Solutions** – If a more effective or durable repair method is identified during construction, we may recommend a better alternative to ensure long-term safety and efficiency.
3. **Photo & Video Documentation** – As part of the project, we will document progress through photos and videos. You may also be interviewed to share your experience and highlight the impact of these improvements.

By signing below, you acknowledge that you understand the proposed improvements, potential changes, and documentation process.

Homeowner Signature:  _____
 Date: 8/5/2025 _____

Lake Community Action Agency / City of Leesburg

Owner: Ossie Young

Property Address: 2310 Olivet Ave, Leesburg, FL

Year Built: 1979

Bedrooms: 3

Bathrooms: 1

Square Feet: 1,152

Task	Eligible Improvement Category	Work Description
Replace Front and DEN Interior Door	Exterior doors, storm doors, patio doors, garage doors, and openers	Remove existing front door and threshold. Install a new pre-hung, energy-efficient front door and threshold to enhance security, weather sealing, and curb appeal. Remove the existing door going into the den and install a interior door. Install new back exterior door in den (Slab Only) Seal and weatherstrip
Tree Trimming	Tree Trimming	Trim back all overhanging branches around the front and rear rooflines to prevent damage and improve clearance. Remove fallen trees from the back yard
DEN Ceiling Repair	Drywall installation	Secure and install new drywall over the den ceiling where siding is currently used.
Bathroom Upgrades	Bathroom fixtures and accessibility	<ul style="list-style-type: none">• Replace vanities in both the hall and primary bathrooms and install matching medicine cabinets.• Convert hall bath to a roll-in shower with grab bar, seat, and handheld showerhead.
Restroom Accessibility	Bathroom fixtures and accessibility	Install two tall-height toilets with properly positioned grab bars in both bathrooms.
Sliding Glass Door Security	Security devices	Install an interior security bar (or equivalent device) in the sliding glass door track to prevent forced entry or accidental opening. Bar must be sized to fit securely yet be removable by the occupant.
Front Porch Light & Interior Outlets	Electrical fixtures and lighting	Diagnose and repair the front porch light to restore exterior illumination. Replace any non-functioning electrical outlets throughout the home.
Kitchen Sink Repair	Plumbing	Replace the kitchen sink and faucet. Test and repair any existing leaks to ensure watertight performance.
Window Replacement (5 units)	Window replacement	Remove and replace a total of five windows to enhance insulation and interior comfort. The large front window will be counted as three window units due to its size. In addition, replace two standard-sized windows elsewhere on the home.

Task	Eligible Improvement Category	Work Description
		All new windows should be energy-efficient and properly sealed.
15 SEER HVAC System Installation	Central heating and air	Remove existing HVAC equipment. Install a new 15 SEER-rated system with properly insulated ductwork, integrated into the current layout for optimal performance.
Attic Insulation to R-30	Central heating and air	Install R-30 insulation throughout the attic floor to enhance energy efficiency and support consistent indoor temperatures.

Total Estimated Cost: \$25,000

Project Disclaimer

This scope of work outlines the planned improvements for your home under the City of Leesburg and Lake Community Action Home Improvement Project. Please note:

1. **Changes May Occur** – During the renovation, unforeseen conditions may require modifications to the work plan. Hidden structural issues, outdated materials, or necessary code upgrades could impact the project’s scope.
2. **Alternative Solutions** – If a more effective or durable repair method is identified during construction, we may recommend a better alternative to ensure long-term safety and efficiency.
3. **Photo & Video Documentation** – As part of the project, we will document progress through photos and videos. You may also be interviewed to share your experience and highlight the impact of these improvements.

By signing below, you acknowledge that you understand the proposed improvements, potential changes, and documentation process.

Homeowner Signature: 
Date: 8/15/25