

**CRA MEETING  
MEETING  
AGENDA  
MONDAY, AUGUST 10, 2026 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 April 13, 2026**

**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 Eleven (11) Recipients in the Carver Heights/Montclair Community Redevelopment Area; and providing an effective date.**

**B. Resolution of the Carver Heights/Montclair Area Community Redevelopment Agency (CHCRA) of the City of Leesburg, Florida, authorizing the Advertisement for Disposition of Surplus CHMA CRA-owned lots in accordance with the Surplus Lot Donation Policy; 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  
MEETING  
AGENDA  
MONDAY, APRIL 13, 2026 5:00 PM**

**1. CALL TO ORDER**

The City of Leesburg Carver Heights/Montclair Area Community Redevelopment Agency held a regular meeting on Monday, April 13, 2026, at Leesburg City Hall. Chairperson Berry called the meeting to order at 5:00 p.m. with the following members present:

Commissioner Robert Alderman  
Commissioner Jimmy Burry  
Commissioner Jay Connell  
Commissioner Theresa Conner  
Commissioner Mike Pederson  
Commissioner Alan Reisman  
Chairperson Allyson Berry

Also, present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, the news media, and others.

**INVOCATION**

Chairperson Berry 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:**

Commissioner Reisman made a motion to approve the regular meeting minutes of January 12, 2026, and Commissioner Burry seconded the motion.

Chairperson Berry requested comments from the Commission. There were none.

The roll call vote was:

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

Seven yeas, no nays, the Commission approved the meeting minutes as presented.

**A. Regular meeting held January 12, 2026**

**3. RESOLUTIONS:**

**A. Resolution of the Carver Heights Montclair Area Community Redevelopment Agency (CHMA CRA) of the City of Leesburg, Florida authorizing the Chairman and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards for the Carver Heights Montclair Area CRA; and providing an effective date. (FSL Grants Carver 2026).**

**ADOPTED RESOLUTION 117**

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Burry seconded the motion.

Chairperson Berry requested comments from the Commission and the audience.

Commissioner Conner asked, once this is approved, if the tenants leave, are the ones receiving this; is it their responsibility to keep this up. **CM Minner** replied yes. **Commissioner Pederson** advised that he would need to abstain on this one since he does the commercial leasing there.

The roll call vote was:

|                       |         |
|-----------------------|---------|
| Commissioner Reisman  | Yes     |
| Commissioner Conner   | Yes     |
| Commissioner Alderman | Yes     |
| Commissioner Connell  | Yes     |
| Commissioner Burry    | Yes     |
| Commissioner Pederson | Abstain |
| Chairperson Berry     | Yes     |

Six yeas, no nays, one abstain, the Commission adopted the resolution.

**B. Resolution of the Carver Heights/Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute an Inter-Governmental Agreement with Lake County, clarifying Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU); and providing an effective date.**

**ADOPTED RESOLUTION 118**

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

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

Chairperson Berry requested comments from the Commission and the audience.

Commissioner Alderman asked if this would decrease the services we receive now for medical. **CM Minner** replied no, it does affect the funding. What the county has requested is an agreement. He thinks this problem germinated with the water management district. The statute is pretty clear on when the political subdivision is required to pay the TIFF, the incremental revenue on a community redevelopment agency. In this particular case, the county had a history of paying their general fund millage, their EMS, which is emergency management services. They have an MSTU, a special taxing service unit, and they also used to pay a special district through the water management district. The water management district last year provided us with a letter that said, "We are not going to pay this increment anymore because they are a special district. He thinks technically that is the correct interpretation. That was actually only a couple of thousand dollars impact because the millage for the water district was extremely, small. The county has also continued to pay in their general fund as well as the MSTU for the EMS service. So, their position is, this is an MSTU, it is not eligible for the increment payment.

On a staff level, we agree with that. So, that impacts the Carver Heights CRA by about \$32,000 this year, and we are estimating about \$53,000 next year. The entire CRA is about a million bucks, so, you are looking at about 50 grand out of a million bucks short. Now, does that ultimately affect programming in the CRA? Yes. Is it detrimental? No. Does the county have the right, in our opinion, to not have to pay that? Yes. So, this agreement simply states back to the county that you are capitulating that this year and in future years, the county does not have to pay the increment for the MSTU for EMS.

**Commissioner Alderman** said, for better clarification, he understands there is an impact on the funding. What he was talking about was the services that we receive; the emergency services. He just wants to make sure that we still get the same services. **CM Minner** said he could not answer that question because he is not in touch with the EMS budget, but his local answer would be that this puts more money in the EMS pot. This is a countywide issue. It is not just a Leesburg tax increment issue, it is countywide. The county does not want to pay the increment on the MSTU for any redevelopment district.

**Commissioner Pederson** guesses it is going to be in the millions, at least one to two million dollars. Not sure how many districts there are throughout the county. **CM Minner** said there are 14 and every city is coughing up about 50 grand. **Commissioner Pederson** said we are paying 275 between our three.

**Chairperson Berry** asked, Do you think this is a way of prioritizing critical needs to determine what will be called for? **CM Minner** replied that if he was in the county manager's seat, he would be looking for available revenue streams so he does not have to increase your MSTU for the EMS. **Chairperson Berry** said we would probably need to start looking at some type of other funding, grants, and stuff to use for the CRAs. Would that be an option? **CM Minner** answered yes.

#### 4. ROLL CALL:

**Commissioner Pederson** mentioned as a reminder that he was not seeing any movement on the vacant lots. He just wants to keep that front and center to get those moving.

**Commissioner Reisman** thanked Dianne Yekel for her hard work on the FSL grants.

**Commissioner Conner** brought up concerns regarding 1011 Georgia Avenue. She saw the code enforcement notice that, because of its condition, it was to be demolished. She also mentioned that the retention pond at Berry Park is getting grassy and asked that it be cleaned up before the rainy season. She does not want any unknown accidents in those ponds. CM Minner advised that the retention ponds would be getting some attention. He believes Cliff is finishing up an engineering plan to make those improvements. He will also follow up on the Georgia Avenue issue.

**Commissioner Alderman** had nothing.

**Commissioner Connell** had nothing further.

**Commissioner Burry** had no comment.

**Chairperson Berry** added to follow up with Commissioner Pederson, that she had received calls in reference to the lots and directed them to housing for further information. Hopefully, the non-profit was a legitimate non-profit; she did not recognize the name of the person. She is hoping something will happen because we do have a process, but it is not being used. She then inquired to see if phase two of the home improvement grants is completed and if we are ready to roll out phase three.

**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 Reisman and a second by Commissioner Burry, the meeting adjourned at 5:12 p.m.

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Allyson E. Berry, Chairperson

ATTEST:

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City Clerk

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 3.A.

**Meeting Date:** August 10, 2026

**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 Eleven (11) Recipients in the Carver Heights/Montclair Community Redevelopment Area; and providing an effective date.

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### Staff Recommendation:

On or about October 1, 2025, the City began accepting applications for the Home Improvement Grant Program for homes located in the Carver Heights/Montclair CRA. The City Commission allocated \$600,000 for the grant program in FY25/26. The City entered into a 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 an average of \$5,500 per home, ranging from \$2,500 to \$6,000. The funding provided by LCAA, for eligible recipients, will serve as the 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 required or a cash match equal to 10% of the total project cost.

A total of \$600,000 has been allocated for the program in FY 26, with a cost of projects to-date of \$260,321; with an additional \$44,000 in administration fees for a total of \$304,321. A contingency of \$14,679 is requested for unanticipated repairs to a home that may be discovered during the home repair process. A total of eleven (11) applications were received and are recommended for approval. Each recipient has executed a grant award agreement in the respective amounts shown below.

The recommended grant awards are as follows:

### 2026 Home Improvement Grant Program Recipients

| NAME               | ADDRESS              | PROJECT<br>TOTAL  | AVERAGE LCAA<br>GRANT AMOUNT<br>(GRANT MATCH) | ADMIN FEE<br>(PAID BY<br>CITY) |
|--------------------|----------------------|-------------------|-----------------------------------------------|--------------------------------|
| 1. Amy Dragon      | 906 Nebraska Street  | \$ 24,578         | \$ -                                          | \$ 4,000                       |
| 2. Betty Ostane    | 2329 Harlem Ave      | \$ 22,000         | \$ 5,500                                      | \$ 4,000                       |
| 3. Cornelius Edgar | 2217 Mispah Ave      | \$ 24,949         | \$ 5,500                                      | \$ 4,000                       |
| 4. Gloria Coward   | 2306 Waitman Avenue  | \$ 24,997         | \$ -                                          | \$ 4,000                       |
| 5. James Lowery    | 808 Beecher Street   | \$ 24,925         | \$ -                                          | \$ 4,000                       |
| 6. Joyce Hurst     | 2320 James Street    | \$ 24,888         | \$ 5,500                                      | \$ 4,000                       |
| 7. Linda Muldrow   | 2334 Olivet Ave      | \$ 18,864         | \$ -                                          | \$ 4,000                       |
| 8. Lizzie Wade     | 900 Talladega Street | \$ 24,200         | \$ 5,500                                      | \$ 4,000                       |
| 9. Louise Griggs   | 1018 Beecher Street  | \$ 25,000         | \$ 5,500                                      | \$ 4,000                       |
| 10. Rudolph Bowers | 1006 Nebraska Street | \$ 24,807         | \$ 5,500                                      | \$ 4,000                       |
| 11. Susan Kendrick | 2056 Montclair Road  | \$ 21,113         | \$ -                                          | \$ 4,000                       |
|                    |                      | <b>\$ 260,321</b> | <b>\$ 33,000</b>                              | <b>\$ 44,000</b>               |
|                    | Contingency          | \$ 14,679         |                                               |                                |
|                    |                      | <b>\$ 275,000</b> |                                               |                                |

Attached, as part of the estimated home repairs being funded, is a detailed inspection and estimate report completed by LCAA for each home. This report was used to allocate the grant awards for each applicant. LCAA is also funding other improvements as shown in the chart above.

Staff also recommends approval to grant the City Manager the authority to pay \$4,000 per home (\$44,000) to LCAA for inspection and administration services. The amount will be paid from allocated grant funds, keeping the total expenses within the FY 26 Budget amount.

The attached grant agreement in this package is the "boilerplate" agreement. Each recipient has a tailored agreement specific to the grant award. Staff is requesting that the Mayor execute each grant with the award amount in the agreement as shown 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 Redevelopment Plan.

#### Procurement Analysis:

N/A

#### Options:

1. Approve as recommended; or
2. Make any changes as deemed necessary by the City Commission.

#### Fiscal Impact:



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

|             |                   |
|-------------|-------------------|
| Account No. | 017-6190-559-8213 |
|-------------|-------------------|

|             |        |
|-------------|--------|
| Project No. | CRAHRP |
|-------------|--------|

|        |              |
|--------|--------------|
| Budget | \$600,000.00 |
|--------|--------------|

|           |              |
|-----------|--------------|
| Available | \$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 ELEVEN (11) RECIPIENTS IN THE CARVER  
HEIGHTS/MONTCLAIR COMMUNITY REDEVELOPMENT AREA; 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 the eleven grant recipients located in the Carver Heights / Montclair Area Community Redevelopment Area.

Each grant is awarded as follows:

| 2026 Home Improvement Grant Program Recipients |                      |                   |                                               |                                |
|------------------------------------------------|----------------------|-------------------|-----------------------------------------------|--------------------------------|
| NAME                                           | ADDRESS              | PROJECT<br>TOTAL  | AVERAGE LCAA<br>GRANT AMOUNT<br>(GRANT MATCH) | ADMIN FEE<br>(PAID BY<br>CITY) |
| 1. Amy Dragon                                  | 906 Nebraska Street  | \$ 24,578         | \$ -                                          | \$ 4,000                       |
| 2. Betty Ostane                                | 2329 Harlem Ave      | \$ 22,000         | \$ 5,500                                      | \$ 4,000                       |
| 3. Cornelius Edgar                             | 2217 Mispah Ave      | \$ 24,949         | \$ 5,500                                      | \$ 4,000                       |
| 4. Gloria Coward                               | 2306 Waitman Avenue  | \$ 24,997         | \$ -                                          | \$ 4,000                       |
| 5. James Lowery                                | 808 Beecher Street   | \$ 24,925         | \$ -                                          | \$ 4,000                       |
| 6. Joyce Hurst                                 | 2320 James Street    | \$ 24,888         | \$ 5,500                                      | \$ 4,000                       |
| 7. Linda Muldrow                               | 2334 Olivet Ave      | \$ 18,864         | \$ -                                          | \$ 4,000                       |
| 8. Lizzie Wade                                 | 900 Talladega Street | \$ 24,200         | \$ 5,500                                      | \$ 4,000                       |
| 9. Louise Griggs                               | 1018 Beecher Street  | \$ 25,000         | \$ 5,500                                      | \$ 4,000                       |
| 10. Rudolph Bowers                             | 1006 Nebraska Street | \$ 24,807         | \$ 5,500                                      | \$ 4,000                       |
| 11. Susan Kendrick                             | 2056 Montclair Road  | \$ 21,113         | \$ -                                          | \$ 4,000                       |
|                                                |                      | <b>\$ 260,321</b> | <b>\$ 33,000</b>                              | <b>\$ 44,000</b>               |
|                                                | Contingency          | \$ 14,679         |                                               |                                |
|                                                |                      | <b>\$ 275,000</b> |                                               |                                |

**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 \$44,000.

**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 10th day of August 2026.

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Mayor

ATTEST:

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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 1, 2025, 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](mailto: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 at the minimum amount of \$2,500, 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](mailto: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](http://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.<br>Attention: James Lowe, Executive Director<br>501 North Bay Street<br>Eustis, Florida 327267<br>Phone: 352-357-5550<br>E-mail: <a href="mailto:jamesl@lakecaa.org">jamesl@lakecaa.org</a> |
| If to City of Leesburg as<br>Agent<br>for Owner: | Sandra Wilson<br>Director of Housing and Redevelopment<br>P O Box 490630<br>Leesburg, Florida 34748<br>Phone: 352-728-9765<br>E-mail: <a href="mailto:Sandra.Wilson@Leesburgflorida.gov">Sandra.Wilson@Leesburgflorida.gov</a> |

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](mailto: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**

\_\_\_\_\_  
**Allyson Berry, 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**



## **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 1, 2025, 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](mailto: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 NOT to be eligible to receive additional financial assistance through the Lake Community Action Agency Weatherization Program; therefore, a covenant for repayment will be required, or a cash match equal to 10% of the project cost must be paid to the City.
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](mailto: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](http://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: 352-357-5550  
E-mail: [jamesl@lakecaa.org](mailto:jamesl@lakecaa.org)
- 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](mailto: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](mailto: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**

\_\_\_\_\_  
**Allyson Berry, 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**

## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** Amy & Sidney Dragon

**Property Address:** 906 Nebraska Street

**Contact Phone:** 407-496-0864 cell / 407-443-9370 home

**Email Address:** sidneyj.dragon@yahoo.com

Total Award                      \$                      24,577.50

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                    | Line Item / Trade Item                | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Location        |
|-----------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Replacement Windows         | Window Replacement (Material & Labor) | This project entails the professional removal and replacement of moisture-damaged or deteriorated window assemblies and related materials. Contractor shall install a new replacement window, including frame, insulation, flashing, sealants, and trim, and ensure all perimeter openings are properly sealed. This improvement helps reduce unwanted moisture intrusion, restore affected building components, and support the protection of surrounding wall materials from moisture-related deterioration. | Front Elevation |
| Electrical Upgrade/ Repairs | Exhaust Fan Replacement               | This project entails the professional installation where the contractor shall remove existing ventilation fans and install quiet high-efficiency exhaust fans properly ducted to the exterior. This improvement ensures that the homeowner receives improved moisture control, odor removal, and indoor air quality.                                                                                                                                                                                           | Hall Bath       |

|                                                                                                                                |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Mold Remediation/<br>Prevention                                                                                                | Bathtub Replacement (Material<br>& Labor) | This project entails the professional removal and replacement of moisture-damaged or deteriorated bathtub and shower components as required. Contractor shall remove the existing bathtub, inspect and restore affected surrounding materials as necessary, install a new bathtub assembly, reconnect plumbing, seal all penetrations and transitions, and verify proper operation. This improvement helps restore moisture-affected bathroom areas, replace damaged materials, and provide a durable bathing fixture designed to better withstand routine water exposure. | Hall Bath               |
| Mold Remediation/<br>Prevention                                                                                                | LVP Installation (20mill)                 | This project entails the professional remediation and restoration of moisture-affected flooring systems. Contractor shall prepare and repair floor substrates impacted by moisture exposure, address minor surface deficiencies, and install waterproof standard vinyl plank flooring with appropriate underlayment and expansion clearances. This improvement helps restore damaged flooring surfaces, improve durability, and provide a moisture-resistant finish that supports long-term protection against water-related deterioration.                                | Kitchen/ Living<br>Room |
| Bathroom                                                                                                                       | Walk-in Shower Conversion                 | Remove existing tub/shower and install walk-in shower system with wall surround and fixtures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Master Bath             |
| Central Heating & Air                                                                                                          | Attic Blown-In (R19)                      | This project entails the professional installation of attic air-sealing, ventilation, and insulation improvements to enhance the effectiveness of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage points, and provide insulation to the specified R-value. This improvement helps reduce cooling and heating loads, improve energy efficiency, and maintain more consistent indoor comfort throughout the home.                                                                                              | Attic                   |
| Repairs of existing fencing<br>and installation of new<br>fences and gates                                                     | Chain Link Fence Repair                   | Repair existing galvanized chain link fence, including replacement of damaged fabric, top rail, tension bars, tension bands, brace bands, ties, post caps, and minor post repairs. Reset posts in concrete as required. Match existing height and finish. Includes all labor, materials, equipment, disposal, and site cleanup.                                                                                                                                                                                                                                            | Side of home            |
| Repair or Replacement of<br>roofs that are aged,<br>damaged or leaking,<br>including gutters, down<br>spouts and splash basins | Roof Debris Removal & Cleaning<br>Package | Remove leaves, branches, organic growth, and miscellaneous debris from roof surfaces, valleys, roof penetrations, and accessible drainage areas. Clean roof surface and remove accumulated debris from gutters/downspouts where accessible. Includes labor, safety equipment, disposal, and final site cleanup. Does not include roof repair or replacement.                                                                                                                                                                                                               | Roof                    |

|                                 |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |
|---------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Mold Remediation/<br>Prevention | Baseboards             | This project entails the professional removal and replacement of moisture-damaged baseboards and trim materials as required. Contractor shall install new baseboard components, complete necessary fitting and caulking, and prepare surfaces for finishing. This improvement helps restore wall finishes affected by moisture exposure and provides durable trim materials that support the protection of adjacent wall surfaces.                                                                                                                                                                   | Where missing |
| Tree Trimming/<br>Landscaping   | Tree Trimming (Small)  | This project entails the professional pruning and removal of selected tree limbs and deadwood located adjacent to the structure. Contractor shall trim vegetation overhanging rooflines and building components to improve clearance and reduce contact with roofing, gutters, and exterior surfaces. This improvement helps support the protection of exterior building materials and reduces conditions that may contribute to prolonged moisture exposure around the structure.                                                                                                                   | Roof          |
| Mold Remediation/<br>Prevention | Drywall Repair (Small) | This project entails the professional remediation and restoration of moisture-damaged drywall and wall finishes within an affected area up to 4 square feet. Contractor shall remove damaged materials, inspect for signs of moisture intrusion, install backing support as required, install matching drywall, tape and finish joints, apply texture to match existing surfaces, and prepare the area for painting. This improvement helps restore damaged wall assemblies, improve interior conditions, and reduce the potential for continued moisture-related deterioration or microbial growth. | Bathroom      |

I understand that the improvements listed above are preliminary and may change based on contractor inspections, code requirements, material availability, permit requirements, hidden damage, safety concerns, funding limitations, or conditions discovered after work begins. Some items may be added, modified, reduced, or removed to ensure the work is completed safely, correctly, and within program guidelines and available funding. I acknowledge that final work performed may differ from this initial scope and that all final decisions will be based on actual field conditions and approved project requirement

Signature Jimmy Dragon  
Date 7/29/26

## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** Betty Ostane

**Property Address:** 2329 Harlem Ave

**Contact Phone:** 352-874-9985 cell

**Email Address:** bettyostane@aol.com

Total Award \$ 22,000.00

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                                                       | Line Item / Trade Item           | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Location   |
|----------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Exterior Paint and Stucco                                      | Exterior Painting                | This project entails the professional installation where the contractor shall wash surfaces, scrape deteriorated coatings, prime exposed substrates, and apply premium exterior paint systems. This improvement ensures that the homeowner receives enhanced weather protection and improved appearance.                                                                                                                                                                                                                                                                                                | Exterior   |
| Doors, storm doors, patio doors, garage doors and openers etc. | Exterior Door (Steel/Fiberglass) | This project entails the professional installation where the contractor shall Remove weathered exterior unit. Install an impact-rated steel or fiberglass insulated entry door system inside a rot-proof composite frame. Include adjustable threshold, commercial-grade weatherstripping, high-security heavy-duty hinges, and grade-1 security deadbolt lockset. This improvement ensures that the homeowner receives A high-security, storm-rated exterior door. Filled with dense insulation to keep outside heat out and fitted with tight weatherseals to stop water leaks and drafts completely. | Front Door |



|                                                                |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
|----------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Doors, storm doors, patio doors, garage doors and openers etc. | Exterior Door (Steel/Fiberglass) | This project entails the professional installation where the contractor shall Remove weathered exterior unit. Install an impact-rated steel or fiberglass Insulated entry door system inside a rot-proof composite frame. Include adjustable threshold, commercial-grade weatherstripping, high-security heavy-duty hinges, and grade-1 security deadbolt lockset. This improvement ensures that the homeowner receives A high-security, storm-rated exterior door. Filled with dense insulation to keep outside heat out and fitted with tight weatherseals to stop water leaks and drafts completely.        | Side Door         |
| Doors, storm doors, patio doors, garage doors and openers etc. | Sliding Glass Door               | Furnish and install code-compliant exterior sliding glass door per current Lake County , FL building requirements. Includes tempered safety glazing, impact-rated assembly where required by wind load design criteria, aluminum or vinyl frame, weatherstripping, flashing, sealants, shims, anchors, operational hardware, adjustment, testing, and disposal of debris. Includes permitting coordination, manufacturer's installation requirements, waterproofing integration, and final weather-tight installation.                                                                                         | Side Door         |
| Central Heating & Air                                          | AC/Heat Pump (16 SEER2)          | This project entails the professional installation where the contractor shall Furnish and Install a new 16 SEER2 variable-speed split-system heat pump. Include multi-stage digital variable air handler, smart thermostat, premium concrete condenser pad with vibration isolation, and all-new 3/4" insulated copper refrigerant lineset fully charged to manufacturer specifications. This improvement ensures that the homeowner receives Premium high-efficiency AC system that self-adjusts to pull moisture out of the air and maintain perfect indoor comfort while dropping your monthly power bills. | Back/Side of Home |

Mold Remediation/ Prevention

LVP Installation  
(20mil)

This project entails the professional remediation and restoration of moisture-affected flooring systems. Contractor shall prepare and repair floor substrates impacted by moisture exposure, address minor surface deficiencies, and install waterproof standard vinyl plank flooring with appropriate underlayment and expansion clearances. This improvement helps restore damaged flooring surfaces, improve durability, and provide a moisture-resistant finish that supports long-term protection against water-related deterioration.

*Remove BO*

Central Heating & Air

Attic Blown-in (R19)

This project entails the professional installation of attic air-sealing, ventilation, and insulation improvements to enhance the effectiveness of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage points, and provide insulation to the specified R-value. This improvement helps reduce cooling and heating loads, improve energy efficiency, and maintain more consistent indoor comfort throughout the home.

Kitchen Only

Attic

Doors, storm doors, patio doors, garage doors and openers etc. Storm Door Installation

This project entails the professional installation where the contractor shall furnish and install an aluminum storm door including glass and screen inserts, weatherstripping, closers, and lock hardware. This improvement ensures that the homeowner receives increased energy efficiency, security, and protection for the primary entry door.

Front Door

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Signature

Date

*Bethy Oslane*  
*7-28-26*

**City of Leesburg Home Improvement Program  
Work Scope**

Homeowner Name: Cornelius Edgar  
Property Address: 2217 Mispah Ave  
Contact Phone: 352-978-0278 cell  
Email Address: simmsccds@gmail.com

Total Award \$ 24,948.50

**DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET**

| Category                                                                                                           | Line Item / Trade Item           | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location                           |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Repair or Replacement of roofs that are aged, damaged or leaking, including gutters, down spouts and splash basins | Roof Replacement (Architectural) | <p>This project entails the professional installation where the contractor shall Provide complete tear-off to bare wood deck. Install self-adhering polymer-modified bitumen underlayment at all valleys, eaves, and penetrations; install synthetic tear-resistant underlayment across remaining roof deck. Install 26-gauge aluminum drip edge, lifetime architectural dimensional shingles (Algae-Resistant, minimum 130 MPH wind rating), and high-profile ridge ventilation system.</p> <p>This improvement ensures that the homeowner receives Full roof replacement using premium thick shingles that resist high winds and staining. Includes full removal of old material, deep waterproofing layers to prevent leaks, and advanced attic ventilation to lower cooling bills.</p> | Roof                               |
| Central Heating & Air                                                                                              | Mini-Split System                | <p>This project entails the professional installation where the contractor shall Install a ductless multi-zone mini-split heat pump system. Mount high-wall indoor air handling units securely with proper condensation drain lines. Run matching slim-duct linesets to exterior variable-speed inverter condenser mounted on wall brackets. This improvement ensures that the homeowner receives A sleek, ductless heating and cooling system perfect for individual rooms or room additions. Gives you independent temperature control over specific spaces without wasting energy.</p>                                                                                                                                                                                                  | Master/ Living Room/ BR 1 and BR 2 |
| Central Heating & Air                                                                                              | Attic Blown-in (R-30)            | <p>This project entails the professional installation of attic ventilation and insulation improvements to support the performance of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage pathways, and add Insulation to achieve the specified thermal rating. This improvement helps reduce heat transfer from the attic, improves HVAC efficiency, and supports more consistent indoor temperatures year-round.</p>                                                                                                                                                                                                                                                                                                            | Attic                              |



|                                                                                                                    |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Repair or Replacement of roofs that are aged, damaged or leaking, including gutters, down spouts and splash basins | Soffit & Fascia Structural Stabilization | This project entails the professional installation where the contractor shall Repair damaged wood sub-fascia. Install heavy-gauge vented aluminum soffits and matching aluminum fascia wrap, secured with corrosion-resistant fasteners every 12 inches to resist high-velocity wind blowout. This improvement ensures that the homeowner receives Aluminum wrapping and locking systems for eaves that resist high wind damage, prevent pest entry, and allow healthy ventilation into the attic. | Around Home |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|

|                                                                                                                    |                                                      |                                                                                                                                                                            |               |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Repair or Replacement of roofs that are aged, damaged or leaking, including gutters, down spouts and splash basins | Rotted Wood Replacement Allowance (Material & Labor) | Remove and replace miscellaneous rotted wood throughout property, including porch areas, trim, blocking, and minor framing members. Material, labor, and cleanup included. | Under Carport |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

|                             |                                                              |                                                                                                                                                                                                                                              |                   |
|-----------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Mold Remediation/Prevention | Apply Kilz or Equivalent Microbial Sealer (Material & Labor) | Apply Kilz, Zinsser BIN, or equivalent stain-blocking and microbial-resistant primer/sealer to water-damaged and affected wall and ceiling surfaces to encapsulate stains and prepare surfaces for restoration. Material and labor included. | Areas around home |
|-----------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|

|                             |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |
|-----------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Mold Remediation/Prevention | Air Sealing & Moisture Control Package | Perform whole-home air sealing and moisture control measures to improve energy efficiency, indoor comfort, and durability. Scope includes inspection and sealing of common air leakage points such as plumbing penetrations, electrical penetrations, top plates, bottom plates, HVAC penetrations, duct/plenum connections, recessed lights where applicable, doors/windows gaps, and other accessible openings. Install appropriate sealing materials including caulk, spray foam, weather-resistant sealants, gaskets, flashing materials, or other approved materials based on existing conditions. Address minor moisture intrusion points, seal gaps and cracks, and provide recommendations for unresolved moisture sources requiring additional repairs. Includes labor, materials, equipment, documentation, and final cleanup. | Various Rooms |
|-----------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

Sealing

Drywall Ceiling Repair

This project entails the professional remediation and restoration of moisture-damaged ceiling drywall. Contractor shall remove affected materials, install replacement gypsum board, complete finishing work, match existing textures, and prepare surfaces for restoration. This improvement helps address ceiling deterioration associated with moisture exposure and restore affected building materials.

Enclosed front porch

Electrical  
Upgrade/ Repairs

Dedicated Circuit  
Installation (Material &  
Labor)

Furnish and install new dedicated electrical circuit including wiring, breaker, receptacle/termination, testing, and cleanup.

HVAC

I understand that the improvements listed above are preliminary and may change based on contractor inspections, code requirements, material availability, permit requirements, hidden damage, safety concerns, funding limitations, or conditions discovered after work begins. Some items may be added, modified, reduced, or removed to ensure the work is completed safely, correctly, and within program guidelines and available funding. I acknowledge that final work performed may differ from this initial scope and that all final decisions will be based on actual field conditions and approved project requirement.

Signature

Francisco Mathwin

POA

Date

07-28-2026

## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** Gloria Coward

**Property Address:** 2306 Waitman Ave

**Contact Phone:** 352-276-4100 cell

**Email Address:** gloriacoward2@gmail.com

Total Award                      \$              24,997.05

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                     | Line Item / Trade Item                        | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Location  |
|------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Mold Remediation/ Prevention | Ceramic Wall Tile Surround (Material & Labor) | This project entails the professional installation of a moisture-resistant ceramic tile wall surround in bathtub or shower areas. Contractor shall prepare substrates, install appropriate backer materials, set tile, grout joints, and seal all transitions and penetrations. This improvement helps restore moisture-affected wall surfaces, protect underlying building materials from routine water exposure, and provide a durable, cleanable finish suitable for wet-area applications. | Hall Bath |

|                                                                |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |
|----------------------------------------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Doors, storm doors, patio doors, garage doors and openers etc. | Exterior Door (Steel/Fiberglass) | <p>This project entails the professional installation where the contractor shall Remove weathered exterior unit. Install an impact-rated steel or fiberglass insulated entry door system inside a rot-proof composite frame. Include adjustable threshold, commercial-grade weatherstripping, high-security heavy-duty hinges, and grade-1 security deadbolt lockset.</p> <p>This improvement ensures that the homeowner receives A high-security, storm-rated exterior door. Filled with dense insulation to keep outside heat out and fitted with tight weatherseals to stop water leaks and drafts completely.</p> | Front |
|----------------------------------------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|

|                       |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |
|-----------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Central Heating & Air | Attic Blown-in (R-30) | <p>This project entails the professional installation of attic ventilation and insulation improvements to support the performance of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage pathways, and add insulation to achieve the specified thermal rating. This improvement helps reduce heat transfer from the attic, improves HVAC efficiency, and supports more consistent indoor temperatures year-round.</p> | Attic |
|-----------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|

|                       |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |
|-----------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Central Heating & Air | AC/Heat Pump (16 SEER2) | <p>This project entails the professional installation where the contractor shall Furnish and install a new 16 SEER2 variable-speed split-system heat pump. Include multi-stage digital variable air handler, smart thermostat, premium concrete condenser pad with vibration isolation, and all-new 3/4" insulated copper refrigerant lineset fully charged to manufacturer specifications. This improvement ensures that the homeowner receives Premium high-efficiency AC system that self-adjusts to pull moisture out of the air and maintain perfect indoor comfort while dropping your monthly power bills.</p> | AC |
|-----------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

|                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |
|-----------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Central Heating & Air | Ceiling Fan (W/ Light Kit) | This project entails the professional installation of an energy-efficient ceiling fan designed to complement the home's central heating and cooling system. Contractor shall securely mount the fan, provide proper electrical connections, and verify operation. This improvement helps improve air circulation, enhance occupant comfort, and assist the central HVAC system in maintaining more consistent temperatures throughout the living space. | Bedroom |
|-----------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|

|                             |                                       |                                                                                                                         |         |
|-----------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------|
| Electrical Upgrade/ Repairs | Ceiling Fan Installation (Labor Only) | Install owner-supplied ceiling fan including mounting, wiring connections, balancing, testing, and cleanup. Labor only. | Bedroom |
|-----------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------|



|                           |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |
|---------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Exterior Paint and Stucco | House Pressure Washing (Material & Labor) | Pressure wash exterior surfaces of residential home to remove dirt, mildew, algae, and general staining. Includes labor, equipment, and cleanup.                                                                                                                                                                                                                                                                                                                                                               | Exterior                |
| Replacement Windows       | Window Replacement (Material & Labor)     | This project entails the professional removal and replacement of moisture-damaged or deteriorated window assemblies and related materials. Contractor shall install a new replacement window, including frame, insulation, flashing, sealants, and trim, and ensure all perimeter openings are properly sealed. This improvement helps reduce unwanted moisture intrusion, restore affected building components, and support the protection of surrounding wall materials from moisture-related deterioration. | Bedroom facing road (4) |
| Exterior Paint and Stucco | Exterior Painting                         | This project entails the professional installation where the contractor shall wash surfaces, scrape deteriorated coatings, prime exposed substrates, and apply premium exterior paint systems. This improvement ensures that the homeowner receives enhanced weather protection and improved appearance.                                                                                                                                                                                                       | Exterior Home           |

I understand that the improvements listed above are preliminary and may change based on contractor inspections, code requirements, material availability, permit requirements, hidden damage, safety concerns, funding limitations, or conditions discovered after work begins. Some items may be added, modified, reduced, or removed to ensure the work is completed safely, correctly, and within program guidelines and available funding. I acknowledge that final work performed may differ from this initial scope and that all final decisions will be based on actual field conditions and approved project requirement

Signature: *Glenn Coward*  
Date: 7-29-26

## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** James Lowery

**Property Address:** 808 Beecher Street

**Contact Phone:** 352-818-9227

**Email Address:** mighty201460@gmail.com

Total Award                      \$            24,925.00

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

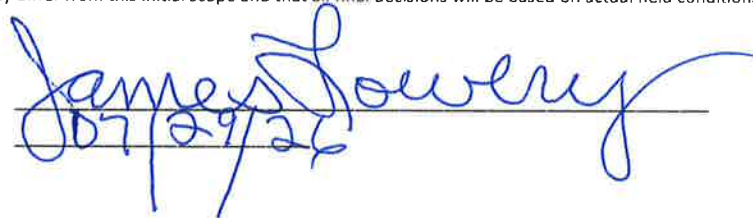
| Category                                                                                                           | Line Item / Trade Item           | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Repair or Replacement of roofs that are aged, damaged or leaking, including gutters, down spouts and splash basins | Roof Replacement (Architectural) | Roof Replacement This project entails the professional removal and replacement of the existing roof system. The contractor shall remove existing roofing materials, inspect and replace damaged roof decking as needed, and install a new code-compliant roofing system complete with underlayment, flashing, ventilation components, and roofing materials. This improvement helps protect the home from water intrusion, reduces the potential for moisture-related damage, and provides long-term weather protection for the homeowner. | Roof     |
| Central Heating & Air                                                                                              | AC/Heat Pump (16 SEER2)          | This project entails the professional installation of a new heating and cooling system sized appropriately for the home's living space. The contractor shall furnish and install all necessary equipment, connections, controls, and associated components to provide efficient climate control throughout the residence. This improvement enhances indoor comfort, improves energy efficiency, and helps maintain healthy indoor air conditions for the homeowner.                                                                        | AC       |

|                                                                                                                                                                                                                                    |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Central Heating & Air                                                                                                                                                                                                              | Attic Blown-in (R-30)       | This project entails the professional installation of attic insulation to achieve a minimum insulation value of R-30. The contractor shall install insulation uniformly throughout accessible attic areas while maintaining required clearances around ventilation and equipment. This improvement helps reduce energy loss, improve indoor comfort, lower heating and cooling costs, and minimize the potential for condensation and moisture-related issues within the attic space. | Attic                   |
| Mold Remediation/<br>Prevention                                                                                                                                                                                                    | Accessibility &<br>Mobility | This project entails the professional installation of a walk-in shower designed to improve accessibility and safety. The contractor shall remove existing fixtures as necessary and install a low-threshold or barrier-free shower system complete with securely mounted grab bars and all required plumbing connections. This improvement enhances accessibility, supports safe bathing, reduces fall risks, and promotes the homeowner's independence and mobility.                 | Hall Bath               |
| Mold Remediation/<br>Prevention                                                                                                                                                                                                    | Drywall Ceiling<br>Repair   | This project entails the professional repair of ceiling areas damaged by previous roof leaks. The contractor shall remove damaged materials as necessary, repair or replace affected drywall, prepare surfaces, and finish repairs to match surrounding areas. This improvement restores the integrity and appearance of the ceiling, addresses moisture-related damage, and helps prevent the progression of mold, staining, and deterioration of interior finishes.                 | All Damaged<br>Interior |
| <p><b>Special Note:</b> The electrical panel may not support install of HVAC- So the work scope may be changed to accommodate an electrical upgrade. If this is the case the walk in shower will be removed to accommodate it.</p> |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |

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Signature:

Date

  
06/29/22



## City of Leesburg Home Improvement Program

### Work Scope

Homeowner Name: Joyce Hurst

Property Address: 2320 James Street

Contact Phone: 352-250-2036 cell

Email Address: ultrablckwoman@gmail.com

Total Award \$ 24,887.50

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                                                                                                           | Line Item / Trade Item                | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location            |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Repair or Replacement of roofs that are aged, damaged or leaking, including gutters, down spouts and splash basins | Roof Replacement (Architectural)      | <p>This project entails the professional installation where the contractor shall Provide complete tear-off to bare wood deck. Install self-adhering polymer-modified bitumen underlayment at all valleys, eaves, and penetrations; install synthetic tear-resistant underlayment across remaining roof deck. Install 26-gauge aluminum drip edge, lifetime architectural dimensional shingles (Algae-Resistant, minimum 130 MPH wind rating), and high-profile ridge ventilation system.</p> <p>This improvement ensures that the homeowner receives Full roof replacement using premium thick shingles that resist high winds and staining. Includes full removal of old material, deep waterproofing layers to prevent leaks, and advanced attic ventilation to lower cooling bills.</p> | Roof                |
| Replacement Windows                                                                                                | Window Replacement (Material & Labor) | <p>This project entails the professional removal and replacement of moisture-damaged or deteriorated window assemblies and related materials. Contractor shall install a new replacement window, including frame, insulation, flashing, sealants, and trim, and ensure all perimeter openings are properly sealed.</p> <p>This improvement helps reduce unwanted moisture intrusion, restore affected building components, and support the protection of surrounding wall materials from moisture-related deterioration.</p>                                                                                                                                                                                                                                                               | Front window( Left) |

|                                 |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |
|---------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Tree Trimming/<br>Landscaping   | Tree Trimming<br>(Small)                                 | This project entails the professional pruning and removal of selected tree limbs and deadwood located adjacent to the structure. Contractor shall trim vegetation overhanging rooflines and building components to improve clearance and reduce contact with roofing, gutters, and exterior surfaces. This improvement helps support the protection of exterior building materials and reduces conditions that may contribute to prolonged moisture exposure around the structure.                                                                                                                                                                                                                                                                                                                                                                                                    | Front Yard |
| Tree Trimming/<br>Landscaping   | Yard Debris Cleanup                                      | This project entails the professional collection, removal, chipping, hauling, and disposal of accumulated vegetative debris, fallen limbs, and organic materials located around the property and adjacent to the structure. Contractor shall remove materials that contribute to moisture retention or interfere with access to affected areas undergoing restoration. This improvement helps reduce moisture accumulation near the structure and facilitates the completion of remediation and restoration activities.                                                                                                                                                                                                                                                                                                                                                               | Front Yard |
| Mold Remediation/<br>Prevention | Upgrade Kitchen<br>Cabinet, Countertop<br>& Sink Package | This project entails the professional removal and replacement of moisture-damaged, deteriorated, or affected kitchen components as required. Contractor shall remove existing cabinets, countertops, sink components, and associated materials impacted by moisture exposure, install new residential-grade kitchen cabinets, laminate countertops with backsplash, and a stainless-steel sink assembly, reconnect plumbing, and seal all joints, transitions, and penetrations as appropriate. Includes all labor, materials, fasteners, sealants, disposal, adjustments, and installation necessary to restore the kitchen to a functional condition. This improvement helps restore kitchen areas affected by moisture-related deterioration, supports the replacement of damaged materials, and provides durable finishes designed to better withstand routine moisture exposure. | Kitchen    |

|                                 |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                      |
|---------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Mold Remediation/<br>Prevention | Plumbing Leak<br>Repair     | This project entails the professional installation where the contractor shall locate and repair active water supply or drain leaks using approved materials and code-compliant methods. This improvement ensures that the homeowner receives a leak-free plumbing system that prevents water damage and excessive water waste.                                                                                                                                                                                                                                                                                                                                                                | Kitchen/ Correct<br>Plumbing to sink |
| Mold Remediation/<br>Prevention | Accessibility &<br>Mobility | Walkin In Shower: This project entails the professional demolition of the existing tub and shower assembly to wall framing and restoration of the bathing area. Contractor shall install a Schluter-Kerdi or equivalent waterproofing membrane system, construct a properly sloped shower base, install slip-resistant ceramic or porcelain tile finishes, and seal all penetrations and transitions within the assembly. This improvement provides a durable, water-resistant shower system designed to help manage moisture intrusion, reduce the potential for concealed water damage, and protect surrounding drywall, framing, and finish materials from moisture-related deterioration. | Back room                            |
| Central Heating & Air           | Attic Blown-in (R-30)       | This project entails the professional installation of attic ventilation and insulation improvements to support the performance of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage pathways, and add insulation to achieve the specified thermal rating. This improvement helps reduce heat transfer from the attic, improves HVAC efficiency, and supports more consistent indoor temperatures year-round.                                                                                                                                                                                                                      | Attic                                |

I understand that the improvements listed above are preliminary and may change based on contractor inspections, code requirements, material availability, permit requirements, hidden damage, safety concerns, funding limitations, or conditions discovered after work begins. Some items may be added, modified, reduced, or removed to ensure the work is completed safely, correctly, and within program guidelines and available funding. I acknowledge that final work performed may differ from this initial scope and that all final decisions will be based on actual field conditions and approved project requirement

Signature:

Date:

Joyce K. Heurst  
7/29/26

## City of Leesburg Home Improvement Program

### Work Scope

Homeowner Name: Lizzie Wade

Property Address: 900 Talladega Street

Contact Phone: 352-250-9530 cell / 352-901-6544 home

Email Address:

Total Award \$ 24,200.00

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category              | Line Item / Trade Item  | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Location |
|-----------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Central Heating & Air | AC/Heat Pump (16 SEER2) | This project entails the professional installation where the contractor shall Furnish and install a new 16 SEER2 variable-speed split-system heat pump. Include multi-stage digital variable air handler, smart thermostat, premium concrete condenser pad with vibration isolation, and all-new 3/4" insulated copper refrigerant lineset fully charged to manufacturer specifications. This improvement ensures that the homeowner receives Premium high-efficiency AC system that self-adjusts to pull moisture out of the air and maintain perfect indoor comfort while dropping your monthly power bills. | AC       |



|                                                                |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |
|----------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Central Heating & Air                                          | Attic Blown-in (R-30)            | This project entails the professional installation of attic ventilation and insulation improvements to support the performance of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage pathways, and add insulation to achieve the specified thermal rating. This improvement helps reduce heat transfer from the attic, improves HVAC efficiency, and supports more consistent indoor temperatures year-round.                                                                                                                                   | Attic       |
| Doors, storm doors, patio doors, garage doors and openers etc. | Exterior Door (Steel/Fiberglass) | This project entails the professional installation where the contractor shall Remove weathered exterior unit. Install an impact-rated steel or fiberglass insulated entry door system inside a rot-proof composite frame. Include adjustable threshold, commercial-grade weatherstripping, high-security heavy-duty hinges, and grade-1 security deadbolt lockset.<br>This improvement ensures that the homeowner receives A high-security, storm-rated exterior door. Filled with dense insulation to keep outside heat out and fitted with tight weatherseals to stop water leaks and drafts completely. | Front Door  |
| Doors, storm doors, patio doors, garage doors and openers etc. | Storm Door Installation          | This project entails the professional installation where the contractor shall furnish and install an aluminum storm door including glass and screen inserts, weatherstripping, closers, and lock hardware. This improvement ensures that the homeowner receives increased energy efficiency, security, and protection for the primary entry door.                                                                                                                                                                                                                                                          | Front Door  |
| Mold Remediation/Prevention                                    | LVP Installation (20mil)         | This project entails the professional remediation and restoration of moisture-affected flooring systems. Contractor shall prepare and repair floor substrates impacted by moisture exposure, address minor surface deficiencies, and install waterproof standard vinyl plank flooring with appropriate underlayment and expansion clearances. This improvement helps restore damaged flooring surfaces, improve durability, and provide a moisture-resistant finish that supports long-term protection against water-related deterioration.                                                                | Entire Home |

|                                                                |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
|----------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Doors, storm doors, patio doors, garage doors and openers etc. | Interior Door Modification ( For Accessibility & Mobility)                      | This improvement ensures that the homeowner receives a sturdy interior door with lever-style hardware that enhances accessibility, improves ease of operation, and supports safe and comfortable mobility throughout the home.                                                                                                                                                                                                                                 | Rooms    |
| Mold Remediation/ Prevention                                   | Interior Painting- Repair/Remove Water Stained Drywall/ Mold & Moisture Related | This project involves the professional preparation and painting of interior surfaces impacted by moisture exposure. Work includes surface preparation, repair of minor defects, application of primer as required, and two finish coats of premium interior paint. These improvements help restore damaged finishes, provide added protection against future moisture-related wear, and enhance the overall appearance and longevity of the interior surfaces. | Interior |

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Signature:

Date:

Lizy Wale  
7/29/20

## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** Louise Griggs  
**Property Address:** 1018 Beecher Street  
**Contact Phone:** 352-874-7138 cell  
**Email Address:** louisegriggs0602@gmail.com

Total Award      \$      25,000.00

#### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                        | Line Item / Trade Item                                                | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location                     |
|---------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Repair and Replacement of Roofs | Roof Replacement (Architectural)                                      | <p>This project entails the professional installation where the contractor shall Provide complete tear-off to bare wood deck. Install self-adhering polymer-modified bitumen underlayment at all valleys, eaves, and penetrations; install synthetic tear-resistant underlayment across remaining roof deck. Install 26-gauge aluminum drip edge, lifetime architectural dimensional shingles (Algae-Resistant, minimum 130 MPH wind rating), and high-profile ridge ventilation system.</p> <p>This improvement ensures that the homeowner receives Full roof replacement using premium thick shingles that resist high winds and staining. Includes full removal of old material, deep waterproofing layers to prevent leaks, and advanced attic ventilation to lower cooling bills.</p> | Roof                         |
| Electrical Upgrades/ Repairs    | Basic Electrical Upgrades & Minor Code Corrections (Material & Labor) | Provide miscellaneous electrical upgrades and correction of minor deficiencies including replacement of receptacles, switches, covers, GFCI devices, securing loose wiring, minor troubleshooting, and code-related corrections. Material and labor included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Entire Exterior              |
| Repair and Replacement of Roofs | Rotted Wood Replacement Allowance (Material & Labor)                  | Remove and replace miscellaneous rotted wood throughout property, including porch areas, trim, blocking, and minor framing members. Material, labor, and cleanup included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | All damaged/ Rotted exterior |

|                                 |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |
|---------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|                                 | Attic Blown-in (R19)                      | This project entails the professional installation of attic air-sealing, ventilation, and insulation improvements to enhance the effectiveness of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage points, and provide insulation to the specified R-value. This improvement helps reduce cooling and heating loads, improve energy efficiency, and maintain more consistent indoor comfort throughout the home.                                                                                                                                                                                                                                                                                                                                                           | Attic              |
| Mold Remediation/<br>Prevention | Air Sealing & Moisture Control<br>Package | Perform whole-home air sealing and moisture control measures to improve energy efficiency, indoor comfort, and durability. Scope includes inspection and sealing of common air leakage points such as plumbing penetrations, electrical penetrations, top plates, bottom plates, HVAC penetrations, duct/plenum connections, recessed lights where applicable, doors/windows gaps, and other accessible openings. Install appropriate sealing materials including caulk, spray foam, weather-resistant sealants, gaskets, flashing materials, or other approved materials based on existing conditions. Address minor moisture intrusion points, seal gaps and cracks, and provide recommendations for unresolved moisture sources requiring additional repairs. Includes labor, materials equipment, documentation, and final cleanup. | All interior leaks |



Central Heating & Air Mini-Split System

This project entails the professional installation where the contractor shall install a ductless multi-zone mini-split heat pump system. Mount high-wall indoor air handling units securely with proper condensation drain lines. Run matching slim-duct linesets to exterior variable-speed inverter condenser mounted on wall brackets. This improvement ensures that the homeowner receives a sleek, ductless heating and cooling system perfect for individual rooms or room additions. Gives you independent temperature control over specific spaces without wasting energy.

Install 3 Minisplit units-  
Living Room/ Applies  
Master Bedroom and  
room designated by  
homeowner if possible

I understand that the improvements listed above are preliminary and may change based on contractor inspections, code requirements, material availability, permit requirements, hidden damage, safety concerns, funding limitations, or conditions discovered after work begins. Some items may be added, modified, reduced, or removed to ensure the work is completed safely, correctly, and within program guidelines and available funding. I acknowledge that final work performed may differ from this initial scope and that all final decisions will be based on actual field conditions and approved project requirements.

Signature:

Date:

*Revised R. Dugan*  
*July 30, 2026*

## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** Rudolph & Iona Bowers  
**Property Address:** 1006 Nebraska Street  
**Contact Phone:** 352-431-9178 cell / 352-728-5927 home  
**Email Address:** rudophbowers@comcast.net

Total Award \$ 24,807.00

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                                                                                                           | Line Item / Trade Item           | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Repair or Replacement of roofs that are aged, damaged or leaking, including gutters, down spouts and splash basins | Roof Replacement (Architectural) | <p>This project entails the professional installation where the contractor shall Provide complete tear-off to bare wood deck. Install self-adhering polymer-modified bitumen underlayment at all valleys, eaves, and penetrations; install synthetic tear-resistant underlayment across remaining roof deck. Install 26-gauge aluminum drip edge, lifetime architectural dimensional shingles (Algae-Resistant, minimum 130 MPH wind rating), and high-profile ridge ventilation system.</p> <p>This improvement ensures that the homeowner receives Full roof replacement using premium thick shingles that resist high winds and staining. Includes full removal of old material, deep waterproofing layers to prevent leaks, and advanced attic ventilation to lower cooling bills.</p> | Roof     |

|                             |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |
|-----------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Central Heating & Air       | Attic Blown-in (R-30)                 | This project entails the professional installation of attic ventilation and insulation improvements to support the performance of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage pathways, and add insulation to achieve the specified thermal rating. This improvement helps reduce heat transfer from the attic, improves HVAC efficiency, and supports more consistent indoor temperatures year-round.                                       | Attic        |
| Replacement Windows         | Window Replacement (Material & Labor) | This project entails the professional removal and replacement of moisture-damaged or deteriorated window assemblies and related materials. Contractor shall install a new replacement window, including frame, insulation, flashing, sealants, and trim, and ensure all perimeter openings are properly sealed. This improvement helps reduce unwanted moisture intrusion, restore affected building components, and support the protection of surrounding wall materials from moisture-related deterioration. | 6 Windows    |
| Mold Remediation/Prevention | Full Room Drywall Replacement Package | This project entails the professional removal and replacement of moisture-damaged drywall throughout the affected room. Contractor shall install new gypsum board, complete joint treatment, match existing finishes, and perform minor substrate repairs as necessary. This improvement helps restore interior wall surfaces impacted by moisture exposure and supports the long-term durability of the affected area.                                                                                        | Utility Room |

|                                                                                                         |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                      |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Mold Remediation/<br>Prevention                                                                         | LVP Installation<br>(20mil)                                                    | This project entails the professional remediation and restoration of moisture-affected flooring systems. Contractor shall prepare and repair floor substrates impacted by moisture exposure, address minor surface deficiencies, and install waterproof standard vinyl plank flooring with appropriate underlayment and expansion clearances. This improvement helps restore damaged flooring surfaces, improve durability, and provide a moisture-resistant finish that supports long-term protection against water-related deterioration. | Kitchen/ Living<br>Room/ Hallway                     |
| Repair of exterior walls in order that the structure can be kept water tight free from chronic dampness | Vinyl Siding<br>Replacement                                                    | This project entails the professional installation where the contractor shall remove damaged siding sections and install matching insulated vinyl siding, trim, starter strips, and weather-resistant barrier components. This improvement ensures that the homeowner receives improved weather protection.                                                                                                                                                                                                                                 | All broken (Spot<br>Areas)<br>Replacement/<br>Repair |
| Electrical Upgrade/<br>Repairs                                                                          | Basic Electrical<br>Upgrades & Minor<br>Code Corrections<br>(Material & Labor) | Provide miscellaneous electrical upgrades and correction of minor deficiencies including replacement of receptacles, switches, cōvērs, GFCI devices, securing loose wiring, minor troubleshooting, and code-related corrections. Material and labor included.                                                                                                                                                                                                                                                                               | As Required                                          |
| Mold Remediation/<br>Prevention                                                                         | Drywall Repair -<br>Medium Area                                                | This project entails the professional remediation and restoration of moisture-damaged drywall affecting areas greater than 4 square feet and up to 16 square feet. Contractor shall remove affected drywall, install new gypsum board, complete finishing work, and prepare surfaces for restoration. This improvement helps address moisture-related damage and restore wall assemblies to a durable and functional condition.                                                                                                             | Various Areas<br>around Home as<br>Needed            |



|                                 |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |                |
|---------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Mold Remediation/<br>Prevention | Full Room Drywall<br>Replacement<br>Package | This project entails the professional removal and replacement of moisture-damaged drywall throughout the affected room. Contractor shall install new gypsum board, complete joint treatment, match existing finishes, and perform minor substrate repairs as necessary. This improvement helps restore interior wall surfaces impacted by moisture exposure and supports the long-term durability of the affected area. | Both Bathrooms |
|---------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|

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Signature:



Date:

7/27/20

## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** Susan Kendrick

**Property Address:** 2056 Montclair Road

**Contact Phone:** 239-731-7151 cell

**Email Address:** susan.kndrck@outlook.com

Award Total \$ 21,112.50

### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                                                                | Line Item / Trade Item              | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Location                                                                 |
|-------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Tree Trimming/<br>Landscaping                                           | Yard Debris<br>Cleanup              | This project entails the professional collection, removal, chipping, hauling, and disposal of accumulated vegetative debris, fallen limbs, and organic materials located around the property and adjacent to the structure. Contractor shall remove materials that contribute to moisture retention or interfere with access to affected areas undergoing restoration. This improvement helps reduce moisture accumulation near the structure and facilitates the completion of remediation and restoration activities.                                                                                 | Front and Side<br>Yard                                                   |
| Doors, storm doors,<br>patio doors, garage<br>doors and openers<br>etc. | Exterior Door<br>(Steel/Fiberglass) | This project entails the professional installation where the contractor shall Remove weathered exterior unit. Install an impact-rated steel or fiberglass insulated entry door system inside a rot-proof composite frame. Include adjustable threshold, commercial-grade weatherstripping, high-security heavy-duty hinges, and grade-1 security deadbolt lockset. This improvement ensures that the homeowner receives A high-security, storm-rated exterior door. Filled with dense insulation to keep outside heat out and fitted with tight weatherseals to stop water leaks and drafts completely. | Remove leaking<br>sliding glasss door<br>and replace with<br>french door |

|                                 |                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                         |
|---------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Mold Remediation/<br>Prevention | Mobile Home- Air<br>and Moisture<br>Sealing    | This project entails the professional sealing of the sunroom roof and water heater compartment to reduce the risk of water intrusion and improve overall protection of the home. The contractor shall prepare and seal all roof seams, joints, and penetrations, then apply an elastomeric roof coating to create a continuous weather-resistant barrier. Additionally, the contractor shall completely seal the water heater compartment beneath the carport using drywall, spray foam, and appropriate sealants to close all gaps, voids, and openings. These improvements help prevent moisture intrusion, improve durability, and protect surrounding building components from water-related damage. | Elastomeric at<br>Sun Room- Roof<br>to seal leaks<br>(metal) Seal<br>Water Heater<br>Closet<br>Compartment/ All<br>gaps |
| Central Heating & Air           | AC/Heat Pump<br>(16 SEER2)                     | This project entails the professional installation where the contractor shall Furnish and install a new 16 SEER2 variable-speed split-system heat pump. Include multi-stage digital variable air handler, smart thermostat, premium concrete condenser pad with vibration isolation, and all-new 3/4" insulated copper refrigerant lineset fully charged to manufacturer specifications. This improvement ensures that the homeowner receives Premium high-efficiency AC system that self-adjusts to pull moisture out of the air and maintain perfect indoor comfort while dropping your monthly power bills.                                                                                           | AC                                                                                                                      |
| Mold Remediation/<br>Prevention | Full Room<br>Drywall<br>Replacement<br>Package | This project entails the professional removal and replacement of moisture-damaged drywall throughout the affected room. Contractor shall install new gypsum board, complete joint treatment, match existing finishes, and perform minor substrate repairs as necessary. This improvement helps restore interior wall surfaces impacted by moisture exposure and supports the long-term durability of the affected area.                                                                                                                                                                                                                                                                                  | Utility Room                                                                                                            |
| Electrical Upgrade/<br>Repairs  | GFCI Outlet<br>Install                         | This project entails the professional installation where the contractor shall Remove old receptacles and install new 15A/20A tamper-resistant, weather-resistant code-compliant Ground Fault Circuit Interrupter (GFCI) outlets. Ensure proper line/load routing to protect downstream devices and verify trip ground threshold using digital circuit tester.<br><br>This improvement ensures that the homeowner receives Special life-safety electrical outlets installed in high- moisture zones like kitchens and bathrooms. Instantly cuts off electricity if it detects a water short, protecting your family from dangerous electrical shocks.                                                     | Replace outlets<br>with GFCI's in                                                                                       |

|                                                                |                         |                                                                                                                                                                                                                                                                                                                                                   |                                      |
|----------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Doors, storm doors, patio doors, garage doors and openers etc. | Storm Door Installation | This project entails the professional installation where the contractor shall furnish and install an aluminum storm door including glass and screen inserts, weatherstripping, closers, and lock hardware. This improvement ensures that the homeowner receives increased energy efficiency, security, and protection for the primary entry door. | Replace Screen door entering carport |
|----------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|

|                              |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                              |
|------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Mold Remediation/ Prevention | Floor Insulation System | This project entails the professional replacement and reinstallation of floor insulation beneath the home following moisture damage caused by a plumbing leak. The contractor shall remove displaced or damaged insulation as needed and install new or salvaged insulation to restore proper coverage. Work may also include the installation of rigid foam insulation behind the mobile home skirting while maintaining required ventilation openings. These improvements help address moisture-related concerns, reduce the potential for mold growth, promote proper drying of affected areas, and improve the home's overall thermal performance and durability. | Install Flooring Insulation in the back portion of home only |
|------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|

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Signature:

Date:

Susan M Kendrick  
7-28-26



## City of Leesburg Home Improvement Program

### Work Scope

**Homeowner Name:** Linda Muldrow  
**Property Address:** 2334 Olivet Ave  
**Contact Phone:** 352-348-8085 cell  
**Email Address:** mslinda.lm@gmail.com

**Total Award     \$    18,864.00**

#### DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET

| Category                    | Line Item / Trade Item                                | Specifications Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Location    |
|-----------------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Central Heating & Air       | Ceiling Fan (W/ Light Kit)                            | This project entails the professional installation of an energy-efficient ceiling fan designed to complement the home's central heating and cooling system. Contractor shall securely mount the fan, provide proper electrical connections, and verify operation. This improvement helps improve air circulation, enhance occupant comfort, and assist the central HVAC system in maintaining more consistent temperatures throughout the living space.                                                                                                                                                                                                                                                                 | Living Room |
| Central Heating & Air       | Energy Recovery Ventilator (ERV) Installation Package | Furnish and install a residential Energy Recovery Ventilator (ERV) system to provide balanced mechanical ventilation and improved indoor air quality. System shall include ERV unit, supply and exhaust duct connections, grilles/registers, controls, filters, mounting hardware, condensate management (where applicable), electrical connections, startup, testing, and homeowner operation instructions. Installation shall be completed in accordance with manufacturer specifications and applicable ventilation requirements, including ASHRAE 62.2 where required by the program. Includes all labor, materials, equipment, minor modifications, and final cleanup necessary for a complete operational system. | Whole House |
| Mold Remediation/Prevention | Bathroom Slow Drain Clearing Package                  | This project entails the professional evaluation and clearing of slow-draining bathroom fixtures utilizing appropriate drain cleaning methods. Contractor shall remove accessible obstructions, verify proper drainage flow, and identify conditions that may contribute to prolonged moisture exposure. This improvement helps support proper fixture operation and reduces the potential for standing water and moisture accumulation within the bathroom environment.                                                                                                                                                                                                                                                | Bathroom    |

|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <p>Accessibility &amp; Mobility/ Closet to Bathroom Conversion Package</p> | <p>This project entails the professional conversion of an existing closet space into a functional bathroom area utilizing moisture-resistant materials in wet locations. Contractor shall install plumbing fixtures, wall finishes, moisture-resistant components, and necessary support systems to complete the space. This improvement helps provide a functional bathroom environment designed to better withstand routine moisture exposure and protect adjacent building materials from moisture-related deterioration.</p> | <p>Primary Bath</p> |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|

|                                  |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              |
|----------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <p>Central Heating &amp; Air</p> | <p>Attic Blown-in (R-30)</p> | <p>This project entails the professional installation of attic ventilation and insulation improvements to support the performance of the home's central heating and cooling system. Contractor shall install ventilation baffles, seal air leakage pathways, and add insulation to achieve the specified thermal rating. This improvement helps reduce heat transfer from the attic, improves HVAC efficiency, and supports more consistent indoor temperatures year-round.</p> | <p>Attic</p> |
|----------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|

Mold Remediation/  
Prevention

Slab Leak  
Investigation  
Package

This project entails the professional evaluation of suspected water intrusion beneath or through the concrete slab. Contractor shall perform visual inspection, moisture assessment, plumbing evaluation, testing, and documentation to help identify potential sources of moisture. This improvement helps determine contributing factors associated with moisture-related conditions and assists in developing appropriate corrective actions where necessary.

Plumbing

I understand that the improvements listed above are preliminary and may change based on contractor inspections, code requirements, material availability, permit requirements, hidden damage, safety concerns, funding limitations, or conditions discovered after work begins. Some items may be added, modified, reduced, or removed to ensure the work is completed safely, correctly, and within program guidelines and available funding. I acknowledge that final work performed may differ from this initial scope and that all final decisions will be based on actual field conditions and approved project requirement

Signature

Date:

Linda R Muldrow  
7-27-26

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 3.B.

**Meeting Date:** August 10, 2026

**From:** Sandra Wilson, (Housing Director)

**Subject:** Resolution of the Carver Heights/Montclair Area Community Redevelopment Agency (CHCRA) of the City of Leesburg, Florida, authorizing the Advertisement for Disposition of Surplus CHMA CRA-owned lots in accordance with the Surplus Lot Donation Policy; and providing an effective date.

---

### Staff Recommendation:

Staff recommends that the identified surplus parcels be advertised for disposition in accordance with the revised surplus lot donation policy.

### Analysis:

In an effort to increase the opportunity for affordable housing development in the Carver Heights/Montclair CRA, it is recommended that surplus lots be disposed of in accordance with the adopted policy. Below is a list of map exhibits with associated recommendations:

- Exhibit A reflects the surplus lots that have had title searches performed and have been deemed cleared for disposition by the city attorney's office.
- Exhibit B contains the list of surplus properties that have not been cleared by the city attorney's office for disposition.
- Exhibit C contains the list of properties that staff is recommending be retained by the City/CRA for potential future development opportunities.

The attached spreadsheet contains the address locations for the parcels depicted on the maps.

### Procurement Analysis:

N/A

### Options:

1. Accept staff's recommendations on Exhibits A, B, and C; or
2. Any action that the Commission deems necessary.

**Fiscal Impact:**

N/A

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CARVER HEIGHTS/MONTCLAIR AREA  
COMMUNITY REDEVELOPMENT AGENCY (CHCRA) OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE ADVERTISEMENT FOR  
DISPOSITION OF SURPLUS CHMA CRA-OWNED LOTS IN ACCORDANCE  
WITH THE SURPLUS LOT DONATION POLICY; AND PROVIDING AN  
EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY  
REDEVELOPMENT AGENCY (CHMA CRA) OF THE CITY OF LEESBURG, FLORIDA:**

**THAT** the Carver Heights/Montclair Area Community Redevelopment Agency hereby authorizes the execution of a resolution to advertise for the disposition of surplus CHMA CRA-owned parcels in accordance with the Surplus Lot Donation Policy.

**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 10th day of August 2026.

\_\_\_\_\_  
Mayor

ATTEST:

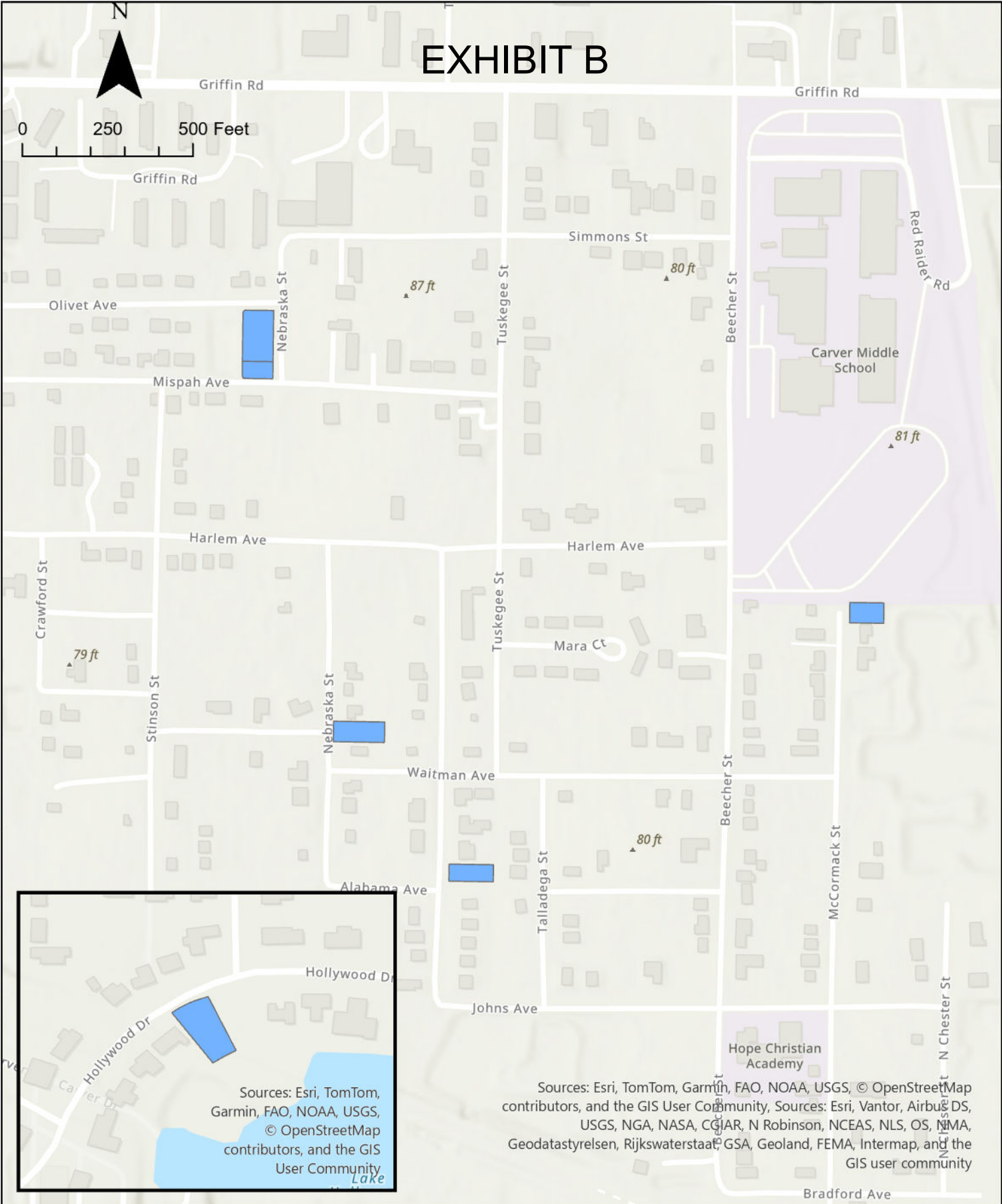
\_\_\_\_\_  
City Clerk





Document Path: K:\Housing\Projects\Inventory\Inventory.aprx

# EXHIBIT B

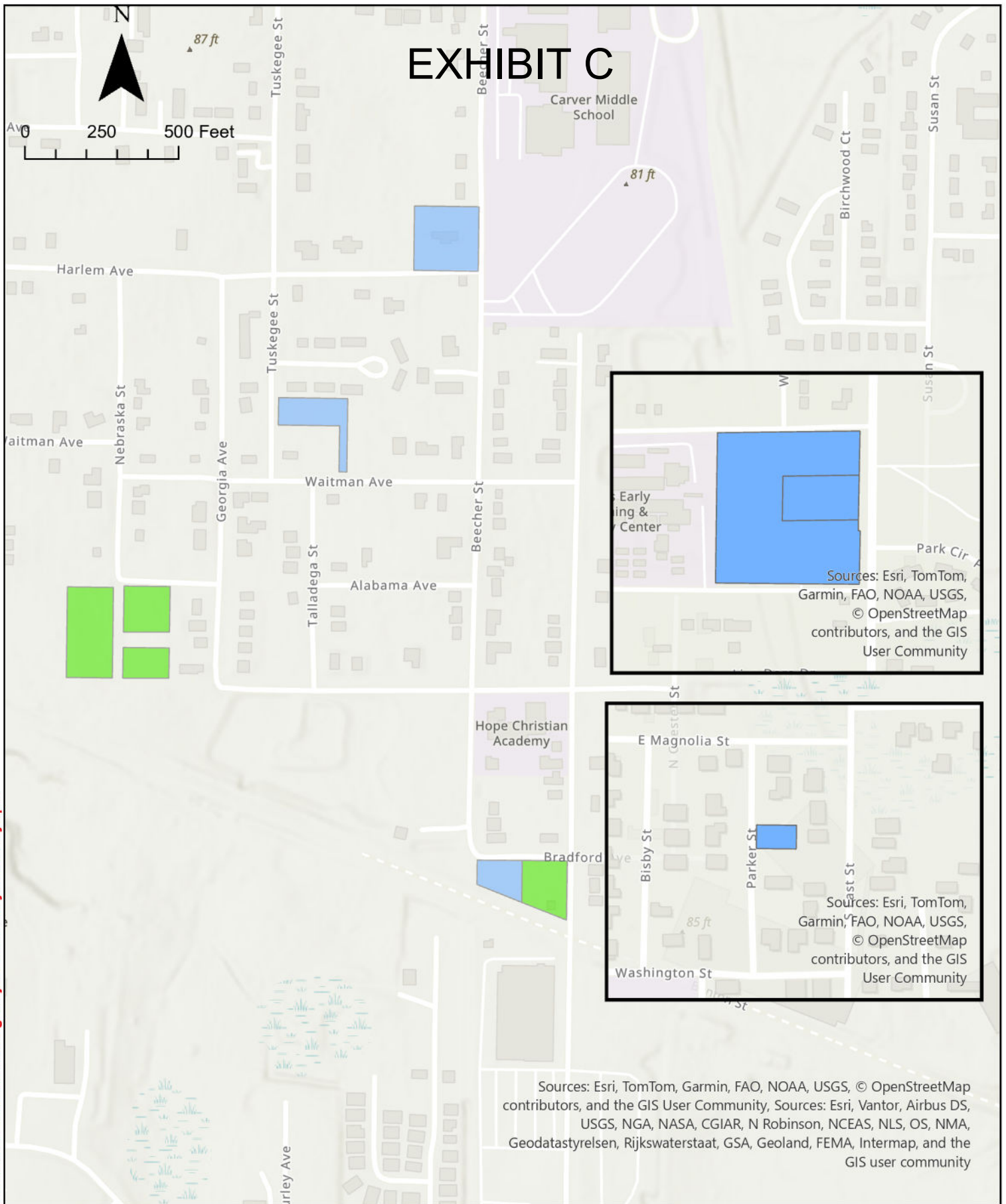


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, FEMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-0786.





**SHEET**  
**1**  
**OF**  
**1**

Reference Scale: 1:0  
Date: 6/16/2026  
Compiled by:  
Approved by: Sandra Wilson  
Scale:  
File:

DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-0786.

**City of Leesburg**  
**Housing Department**  
**Properties Recommended**  
**Retained by CHCRA & City**



**Geographical**  
**Information Systems**  
A Division of Information Technology  
204 N. 5th Street  
Leesburg, FL 34748  
Ph. 352.728.0780  
Fx. 352.326.6634  
www.leesburgflorida.gov

| Revisions |             |
|-----------|-------------|
| Date      | Description |
|           |             |
|           |             |
|           |             |
|           |             |
|           |             |
|           |             |

## CITY/CRA INVENTORY

| EXHIBIT A              |                     | EXHIBIT B                 |                     | EXHIBIT C           |                                                  |
|------------------------|---------------------|---------------------------|---------------------|---------------------|--------------------------------------------------|
| READY TO ADVERTISE     | Address/Owner       | NEEDS COMMISSION APPROVAL | Address/Owner       | RECOMMEND TO RETAIN | Address/Owner                                    |
| 1232465                | Alabama Avenue/CRA  | 3880831                   | 1201 Nebraska/City  | 1267358             | 701 McCormack/CRA                                |
| 1232490 / 3780964      | 801 Beecher/CRA     | 1232686                   | 1002 Nebraska/City  | 1267366             | Bradford-McCormack/City                          |
| 1232678                | 1003 Georgia/CRA    | 1232554                   | 904 Georgia/City    | 1726760             | Alabama/CRA                                      |
| 2821710                | Nebraska Street/CRA | 1290899                   | 1018 McCormack/City | 2701676             | Nebraska/CRA                                     |
| 3816905                | 912 Stinson/City    | 1350387                   | 2103 Hollywood/City | 1290392             | 1115 CR 468/City                                 |
| 1174287                | 1011 Stinson/City   | 1725810                   | 1205 Nebraska/City  | 1174571             | 1111 Beecher/City                                |
| 1456835                | 1010 Georgia/City   |                           |                     | 3911264             | 1041 CR 468/City                                 |
|                        |                     |                           |                     | 3884446             | City-owned and platted playground on Tuskegee    |
|                        |                     |                           |                     | 3814633             | City-owned lot designated as a drainage easement |
|                        |                     |                           |                     |                     |                                                  |
| Green - Owned by CHCRA |                     |                           |                     |                     |                                                  |
| Blue - Owned by City   |                     |                           |                     |                     |                                                  |

**CITY OF LEESBURG  
SURPLUS LOT DONATION  
CRITERIA, POLICIES & PROCEDURES**

**PURPOSE**

The City of Leesburg and/or respective CRA Board(s) (where the CRA Board may be the owner of the asset) hereby states that from time to time the City acquires or owns real property. The City recognizes that the real property in its inventory changes from time to time, but is better served by being developed for the purpose of creating affordable housing, pursuant to Florida Statutes 166.0451. This document will outline the policies governing the disposition of surplus vacant lots.

The City of Leesburg and/or the CRA Board will donate specific vacant lots from time to time to further affordable housing needs. Such land donations however, will only be made to bone-fide Not for-Profit organizations at times determined by the City Commission and/or CRA Board.

On the terms and conditions set forth in this policy, the City and/or CRA Board shall transfer title of the property to the Not-for-Profit for the purpose of redevelopment.

**SECTION 1: CLEAR TITLE AND ADVERTISEMENT OF AVAILABILITY**

- A. The City Commission and/or CRA Board(s) will periodically review its property inventory.
- B. Upon the determination of which inventory lots the City Commission and/or CRA Board designates for this program, it will instruct the City Attorney to commence title research. Upon completion of the City Attorney's research and once it is determined that clear title can be securely transferred, the City will formally announce that surplus lots are available for donation to Not-for-Profit Organizations.
- C. Surplus lots ready for donation will then be advertised for Public Notice/Awareness by causing notice of such availability by using the following methods of advertisement:
  - News Paper of Local Circulation
  - City Website
  - Public Notice posted in the City Clerk, Housing and Planning and Zoning Offices
- D. Advertisement will provide 30 days to solicit interest in being the recipient of donated property.

**SECTION 2: APPLICATION PROCESS**

- A. Applicant shall be required to complete a designated application form as depicted in Exhibit "A". Each application shall be submitted by the posted deadline and then reviewed and scored by a vetting committee, appointed by the City Manager. Applicants must achieve a minimum score (ex: 70) to qualify for a lot donation.
- B. If two or more applicants are received for the same parcel, the highest scoring application shall receive their lot donation request. However, should applicants receive identical scores, then a lottery process will be conducted where a drawing will determine which Not-for-Profit Organization shall be a recipient of a surplus City lot donation.

This process will repeat until the City does not have enough inventory to fulfill requests or if the process contemplates specific lot inventories the City so determines it would like to donate.

- C. This process may or may not be considered for all City and/or CRA inventory. The lots considered for donation shall be at the sole discretion of the City Commission or respective CRA Board.

### SECTION 3: PROGRAM PERFORMANCE REQUIREMENTS

Upon being gifted a City lot, Non-Profit Partners will be required to agree to certain terms and conditions that the Commission and/or CRA Board may so dictate. These terms are provided herein and will be made part of a donation agreement which is attached hereto and marked as Exhibit "B".

- A. Not-for-Profit partners who receive a lot donation will perform the following requirements as a condition of the donation:
1. At its sole cost and expense, will construct a dwelling on the property for purposes of selling/donating such to an eligible client, referred to herein as the "home owner". The partner is responsible for the construction process through the issuance of the Certificate of Occupancy and/or Final Inspection from the City of Leesburg.
  2. Construction shall not commence and permits will not be issued by the City until the home owner(s) is reviewed and approved by the City. The City will approve such home owner, by notifying the Not-for-Profit in writing, that they are eligible to purchase/receive the dwelling unit and property for which it is located. Such approval of qualified home owner(s) will not be unreasonably withheld by the City. Home Owner criteria is more specifically described in Section 5 herein.
  3. The contemplated dwelling shall be constructed within three (3) years of the date the City transferred the property. In the event the Not-for-Profit cannot locate an end-user within the three-year timeframe or construction has not commenced, the Not-for-Profit may request an extension from the City. The extension shall be for any one year increment up to a maximum three-year extension.
  4. Lot donations will be limited to no more than three (3) lots within a 3-year period, per Not-For-Profit partner. Once a Not-For-Profit Partner has received the maximum of 3 lots, they will not be eligible to receive other lots until such time that they have completed all the requirements of home construction and ownership transfer to a pre-qualified end-user.
  5. Be responsible for ensuring that all builders/subcontractors utilized are licensed appropriately and capable of performing all necessary work. The partner will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work) per housing packages.
  6. Construct single-family residential homes and such dwellings shall meet the City's R-1 Zoning design standards.
  7. Submit homebuyer packages that must contain up to date income verification documents (not older than 30 days) upon submission to the City for review.
  8. Identify and seek out available funds to be used for leveraging existing program dollars such as the Lake County Housing SHIP - Housing Trust Fund.
  9. If necessary, assist applicants with the builder's construction contract.
  10. Maintain the minimum availability of three (3) different home models (varying floor plans, elevations, sizes, price ranges, etc.) at all times.
  11. Provide assistance to applicants/homebuyers in obtaining a residential mortgage (loan packaging) from the lender of choice. The not-for-profit agencies will prepare the completed applicants files (to include request for subsidy assistance) and submit the same to the City of Leesburg Housing Department for evaluation.

12. Refer applicants for (or provide) credit repair and/or counseling in order to qualify for a (primary) mortgage.
13. Serve as agent for the Homebuyer in all communications with the builder.

B. In an effort to assist the Not-for-Profit Partners, the City of Leesburg will assist the Partners by performing the following:

1. Act as the clearinghouse on behalf of all partners, coordinating the approval and advance of assets/subsidies (in accordance with program requirements) for eligible homebuyers; to make available vacant lots annually in the form of a subsidy to reduce a portion of the cost of the home purchase in order to lower the end price to the homebuyer.
2. Undertake overall coordination, monitoring and reporting of all program requirements related to the City administered assets and/or funds under the Program.
3. Maintain the availability of assets/funds to be used as subsidies; the City will maintain its authority to approve/deny all housing deals (on an individual basis) requesting assistance from the City.
4. Refer program applicants and interested persons to the non-profit partner agencies for credit counseling (if needed), application submittal, and mortgage qualification; the City will ensure that all recipients under the Program are channeled through the appropriate non-profit partner for homebuyer education workshops and seminars.
5. Establish an intake and processing system governing the evaluation and approval of applicants.
6. Give priority consideration to applicants residing and/or working within the City of Leesburg at time of application; the Housing Department will complement the marketing efforts of the non-profit partner by marketing the program through our established network of Homeowners and Neighborhood Associations.
7. Monitor all recorded Mortgages and Promissory Notes to ensure the recapture of invested assets/funds where necessary; each subsidy will be provided in the form of a second (forgivable) mortgage to the property.
8. Provide lots with clean titles.

#### **SECTION 4: ADMINISTRATION**

Overall administration of this program shall be in accordance with the criteria and guidelines outlined above. Implementation of these policies and procedures shall be the responsibility of the City of Leesburg Housing Department.

The following is a summary of homebuyer eligibility criteria and overall procedures for implementation of the various components of the Program (unless revised due to regulatory/program revisions associated with the funding source (s)).

#### **SECTION 5: ELIGIBILITY REQUIREMENTS FOR ULTIMATE HOME OWNERS**

A. As the purpose for the lot donation program is to develop an affordable housing inventory for the City of Leesburg, the Not-For-Profit Partners shall provide a qualifying home owner to live and reside in the home which is built on the City's donated parcel. Such potential home owner will be provided and approved by the City of Leesburg prior to issuance of the Certificate of Occupancy. Potential home owners shall meet the following criteria:

1. Income: Households with incomes not exceeding 10% of AMI for the area are eligible for assistance under this program. Household income will be computed in accordance with the State Housing Initiatives Partnership (SHIP) Program guidelines. Income is considered to be the total

for all persons residing within the household; income limits are adjusted for family size. The same will be verified by a signed employer verification form, and/or income tax records (for self-employed).

2. Resident/Employment Status: Applicants (documented) residing and/or working within the corporate limits of the City of Leesburg will be given priority consideration for assistance.
3. Family Status: Parental households with dependent children shall receive primary consideration.
4. Special Needs: Persons /households determined to have "Special Needs", in accordance with the SHIP Rule at 91-37.002 and other cases determined by the City and according to the Lake County LHAP, shall be given priority and special consideration for assistance.
5. Public Housing/Section 8 Tenants: Subsidy assistance provided by Lake County Housing will give preference to eligible families/households residing at the Mispah/Simmons Apartment Complex or receiving Section 8 rental assistance.
6. Local First Time Homebuyers: Is defined as not having owned a home during the past three (3) years, a single parent with children under the age of 18 who has recently been divorced and/or displaced, a displaced victim of domestic abuse or a person displaced as a result of a governmental action, and those who have special needs according to Chapter 67- 37.002 (13).
7. Credit Worthiness: Those households meeting the lenders credit standards will be further processed. Those households that cannot meet underwriting standards/requirements will be referred for credit counseling and other necessary services.
8. Package Requirements: Only those applicant packages submitted to the City for consideration which are complete and comply with all documentation requirements will be given consideration (on a first come, first served basis).
9. Debt Ratio (Affordability): All applicants will be screened based upon the primary lender's income to housing debt ratio requirements. Housing expenses (PITI) shall not exceed 35% of the MFI (for the area) adjusted for family size for the income category into which household falls. Exception to this ratio can be made if a mortgage amount resulting in a monthly payment in excess of 30% is approved by a primary lender.
10. Local Homebuyer Asset Limitation: Homebuyers with household liquid assets in excess of \$25,000 will be required to decrease their asset value to under \$25,000 through an additional homebuyer contribution. Liquid assets to be analyzed on a case-by-case basis.

Should the Not-For-Profit partner fail to provide a qualified owner for the newly constructed home, then the City of Leesburg shall take ownership of the home.

- B. RECAPTURE PROVISIONS** - Families/households assisted under this Program shall be contractually subject to Recapture Provisions through the recording of a second mortgage and promissory note, as set forth by the City of Leesburg. These provisions require that purchasers must occupy the assisted (subsidized) units as their principal residence for a period of five (5) years. Otherwise, the purchaser (s) will be obligated to repay a prorated portion of the subsidy award. Any moneys recaptured through the sale of a subsidized property within the designated period shall

be returned to the applicable subsidy program account and made available to another eligible first-time homebuyer.

The second mortgage and promissory note will be recorded in the Public Records of Lake County.

The City of Leesburg will be notified (as a lien holder) upon sale of the subject property.

**C. MANDATORY HOMEBUYER SEMINARS** - Homebuyers shall be required to attend at least two 4-hour training sessions. One session shall be held prior to closing as a condition of the loan closing. The second session shall be held close to the time of occupancy to educate households about the responsibilities of home ownership and building maintenance. The Leesburg Housing Department shall coordinate each session with assistance from other participants as needed. Proof of completion should be made part of each applicant's/household's file.

***These sessions shall at a minimum include the following topics:***

- Personal Finance and Planning
- Credit and Borrowing
- Fair Housing Issues
- Maintenance and Upkeep
- Underwriting Criteria
- Property Tax Information
- Other information as required by participants and federal/state regulations

During the period covered by this Agreement, the City will explore additional resources in support of homebuyer education. Both pre- and post-closing educational opportunities will be evaluated for their potential future application under this Program.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST:

CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
J. Andi Purvis, City Clerk

By: \_\_\_\_\_  
Alan Reisman, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Grant Watson  
City Attorney

## **EXHIBIT A**

### **CITY OF LEESBURG**

#### **APPLICATION FOR DONATED SURPLUS VACANT LOT**

This application is for eligible Not-for-Profit organizations seeking a donated surplus vacant lot to further affordable housing in accordance with Florida Statute 166.0451 and the policies established by the City of Leesburg and its respective CRA Boards.

---

#### **SECTION 1 – APPLICANT INFORMATION**

**Organization Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City/State/ZIP:** \_\_\_\_\_

**Primary Contact Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Non-Profit 501(c)(3) Status:** ☐ Yes ☐ No (Attach IRS Determination Letter)

**Years in Operation:** \_\_\_\_\_

---

#### **SECTION 2 – ORGANIZATIONAL CAPACITY AND EXPERIENCE**

1. Describe your organization's mission and how it aligns with affordable housing goals.
2. Provide a summary of prior residential development experience.
3. List all housing projects completed in the past 5 years (attach additional pages as needed).
4. Identify and describe your proposed development team (contractors, consultants, etc.).



### SECTION 3 – PROPOSED USE OF DONATED LOT

1. Identify the specific lot(s) being requested, if applicable:
2. Describe the proposed project (home type, square footage, price range, design). Attach elevations/floor plans.
3. Describe financing plan, including leveraging of other funds (e.g., SHIP, Housing Trust).
4. Estimated construction start date: \_\_\_\_\_ Completion date:  
\_\_\_\_\_
5. Number of distinct home models your agency maintains: \_\_\_\_\_

### SECTION 4 – COMPLIANCE AND CERTIFICATIONS

- ☐ I understand and agree to the program performance requirements set forth in the Donation Agreement (Exhibit B).
- ☐ I certify that my organization will meet construction timeframes, zoning compliance, and mortgage packaging responsibilities as outlined by the City of Leesburg.
- ☐ I understand that failure to comply may result in forfeiture of the donated lot.

**Authorized Signature:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SUBMISSION INSTRUCTIONS** Submit completed application and all required attachments by the posted deadline to:

**City of Leesburg Housing Department**

Housing@LeesburgFlorida.gov or deliver to:  
1041 CR 468, Leesburg, FL 34748

**Late or incomplete applications may not be considered.**

---

**For Official Use Only:** Date Received: \_\_\_\_\_ Application #: \_\_\_\_\_ Scoring  
Committee Review Date: \_\_\_\_\_

☐ Eligible ☐ Ineligible

Score: \_\_\_\_\_ Notes: \_\_\_\_\_

## EXHIBIT B

### CITY OF LEESBURG DONATION AGREEMENT FOR VACANT LOT(S)

This Donation Agreement ("Agreement") is entered into by and between the **City of Leesburg, Florida** ("City"), a municipal corporation, and \_\_\_\_\_, a Florida not-for-profit corporation ("Partner"), collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, the City desires to provide vacant lots as a subsidy to support affordable homeownership opportunities; and

**WHEREAS**, the Partner agrees to utilize such lots to construct affordable housing units for eligible homebuyers in accordance with the City's housing goals; NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

#### **A. RESPONSIBILITIES OF THE PARTNER** The Partner agrees to:

1. Serve as the housing developer for homeownership packages under the program and refer all Program applicants to the City for pre-qualification.
2. Construct a dwelling on the donated lot at its sole cost within three (3) years of the deed transfer. A one-time extension not exceeding three years may be granted following written request by the Partner.
3. Commence construction within twenty-four (24) months of donation and complete the unit within thirty-six (36) months of donation.
4. Receive no more than three (3) donated lots within a three-year period. Reapplication eligibility begins after the issuance of Certificates of Occupancy (CO) for all lots or after three years, whichever is greater.
5. Ensure all builders and subcontractors are properly licensed, and obtain and pay for all required permits and fees.
6. Construct single-family homes in accordance with the City's R-1 Zoning standards.
7. Submit complete homebuyer packages with income documents no older than 30 days at the time of submission.
8. Identify and secure additional funding (e.g., SHIP or Housing Trust Fund) to leverage program dollars.
9. Assist clients with builder construction contracts, as needed.
10. Maintain a minimum availability of three (3) distinct home models at all times.
11. Assist homebuyers with obtaining primary mortgage financing and prepare complete application files for City review.
12. Refer applicants for, or provide, credit counseling to support mortgage qualification.
13. Serve as the homebuyer's agent in communications with builders.

**B. RESPONSIBILITIES OF THE CITY OF LEESBURG** The City agrees to:

1. Coordinate and approve eligible homebuyer subsidies and annually make vacant lots available as subsidies.
2. Monitor and report on all program activities and compliance requirements.
3. Maintain and control the approval of funding assistance for each project.
4. Refer applicants to Partners for application submittal and mortgage preparation, and ensure attendance at homebuyer education.
5. Establish a system for intake, evaluation, and approval of applications.
6. Give priority to applicants who live or work in Leesburg at the time of application and support Partner marketing through the City's outreach networks.
7. Monitor recorded second (forgivable) mortgages and ensure recapture provisions are enforced.
8. Provide donated lots with clean and marketable titles.

**C. GENERAL TERMS**

1. This Agreement is effective on the date of the last signature below and shall remain in force until all obligations have been satisfied.
2. The Partner shall not assign or transfer any obligations under this Agreement without the written consent of the City.
3. The Partner agrees to return any donated lot that is not developed in accordance with this Agreement.
4. This Agreement constitutes the full understanding of the Parties and supersedes all prior agreements.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

**CITY OF LEESBURG, FLORIDA** By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**NOT-FOR-PROFIT PARTNER** By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT C

### SCORING SHEET – DONATED SURPLUS VACANT LOT APPLICATION City of Leesburg / Community Redevelopment Agency (CRA)

This scoring sheet is to be used by the evaluation committee to assess applications submitted under Exhibit A for the donation of surplus vacant lots. Each criterion is scored on a scale from 0 to 10, with weighting applied as noted.

**Applicant Organization:** \_\_\_\_\_

**Evaluator Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

| <b>Evaluation Criteria</b>                                                      | <b>Weight (%)</b> | <b>Score (0-10)</b> |
|---------------------------------------------------------------------------------|-------------------|---------------------|
| Mission alignment with affordable housing objectives                            | <b>10</b>         |                     |
| Experience in affordable housing development                                    | <b>15</b>         |                     |
| Development team qualifications (builder/contractors/consultants)               | <b>10</b>         |                     |
| Proposed project design (models, elevations, price range, square footage)       | <b>10</b>         |                     |
| Financial plan & use of leveraged funds (e.g. SHIP, housing trust)              | <b>15</b>         |                     |
| Construction timeline (start/completion dates and realism of proposed schedule) | <b>10</b>         |                     |
| Availability of multiple distinct home models                                   | <b>5</b>          |                     |
| Mortgage packaging and buyer assistance strategy                                | <b>10</b>         |                     |
| Credit counseling and homebuyer support plan                                    | <b>10</b>         |                     |
| Overall readiness and compliance with program requirements                      | <b>5</b>          |                     |
| <b>TOTAL</b>                                                                    | <b>100</b>        |                     |

#### Scoring Guidance:

- 9–10 = Excellent (comprehensive and exceeds expectations)
- 7–8 = Very Good (meets expectations with strong support)
- 5–6 = Satisfactory (meets basic requirements)
- 3–4 = Weak (insufficient detail or lacking in key areas)
- 0–2 = Poor (inadequate or non-responsive)

#### Evaluator Comments:

**Recommendation:** ☐ Recommend for Lot Assignment

☐ Recommend as Alternate ☐

Not Recommended

**Evaluator Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_