

**CARVER HEIGHTS / MONTCLAIR AREA CRA
AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
THURSDAY, SEPTEMBER 17, 2026 5:01 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 August 10, 2026

3. RESOLUTIONS:

A. Resolutions amending the Budget for Fiscal Year 2025-26 and adopting the Budget for Fiscal Year 2026-27 for the Carver Heights / Montclair Area Community Redevelopment Agency.

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

2. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, approving the Fiscal Year 2026-27 Budget; appropriating certain funds to specific redevelopment projects; and providing an effective date.

B. Resolution of the Carver Heights/Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and City Clerk to execute a satisfaction of mortgage for property donated to Willie Ruth Grimsley, more particularly described as Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page 13, of the Public Records of Lake County, Florida; that was conveyed through the Infill Housing Program; and providing an effective date.

- C. **Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, approving Home Improvement Grant Award Agreements for two (2) Recipients in the Carver Heights/Montclair Community Redevelopment Area; 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.

**CARVER HEIGHTS/MONTCLAIR AREA CRA MINUTES
MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 10, 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, August 10, 2026, at Leesburg City Hall. Chairperson Berry called the meeting to order at 5:02 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Mike Pederson
Commissioner Alan Reisman
Commissioner Theresa Conner
Chairperson Allyson Berry

Commissioners Robert Alderman and Jay Connell were absent. Also, present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, Deputy City Clerk (DCC) Andrea Clark, 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:

A. Regular meeting held April 13, 2026

Commissioner Reisman made a motion to approve the April 13, 2026, CRA meeting minutes. Commissioner Burry seconded the motion.

The roll call vote was:

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

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

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.**

ADOPTED RESOLUTION 119

Commissioner Reisman introduced the resolution. 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 requested that Housing Director Sandra Wilson come forward and asked for a copy of the names of the 11 recipients approved for the housing grant. **HD Wilson** stated that the information was included in the meeting packet. **Commissioner Conner** explained that she had not received a packet. **CM Minner** stated that the information would be provided to Commissioner Conner. **Commissioner Conner** indicated that this addressed her request. **Chairperson Berry** then confirmed there were no additional comments and proceeded to roll call.

The roll call vote was:

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

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

- 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.**

ADOPTED RESOLUTION 120

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 Reisman reiterated his request that the Lake Hollywood property be retained until the project is completed, at which time the property could be considered for disposal. **Chairperson Berry** agreed. No further comments were made.

The roll call vote was:

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

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

4. ROLL CALL:

Commissioner Pederson, nothing to report.

Commissioner Reisman, nothing to report.

Commissioner Conner, nothing to report.

Commissioner Burry, nothing to report.

Chairperson Berry, nothing to report.

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 5:07 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 3.A.

Meeting Date: September 17, 2026

From: Brandy McDaniel, (Budget Director)

Subject: Resolutions amending the Budget for Fiscal Year 2025-26 and adopting the Budget for Fiscal Year 2026-27 for the Carver Heights / Montclair Area Community Redevelopment Agency.

Staff Recommendation:

Staff recommends approval of the resolutions which take two actions: 1) approve the amended Fiscal Year 2025-26 budget and 2) approve the Fiscal Year 2026-27 budget for the Carver Heights / Montclair Area Community Redevelopment Agency (CRA).

Analysis:

As seen in Attachment A, Fiscal Analysis for the four-year period as of July 31, 2026, projects a carryover approximating \$673,714 of fund balance. As shown in Attachment B (FY 27 Budget), the total budget proposed for the Carver Heights / Montclair Area CRA for Fiscal Year 2026-27 is \$1,131,514.

Projects under consideration for future CIP's include:

- Redevelopment projects
- Feeding the needy project
- Property acquisition
- Continue housing demolition
- Housing Rehabilitation
- Community Outreach programs
- Senior Housing
- Street beautification
- Single family housing

Procurement Analysis:

N/A

Options:

1. Approve the amended budget for Fiscal Year 2025-26 and the budget for Fiscal Year 2026-27 for the Carver Heights/Montclair Area Community Redevelopment Agency; or

2. Such alternative action as directed by the CRA board.

Fiscal Impact:

The budget is necessary to appropriate funds and complete the activities approved by the Community Redevelopment Agency.

RESOLUTION NO. _____

**RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG,
FLORIDA, APPROVING THE AMENDED FISCAL YEAR 2025-26 BUDGET;
APPROPRIATING CERTAIN FUNDS TO SPECIFIC REDEVELOPMENT
PROJECTS; 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 following appropriations from the Redevelopment Trust Fund are made for specific redevelopment projects to be completed within three (3) years:

- The amount available for carryovers approximates \$673,714 for various projects in the Carver Heights / Montclair Area Community Redevelopment Agency.

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 17th day of September 2026.

Mayor

ATTEST:

City Clerk

**Carver Heights Community Redevelopment Agency
Fiscal Analysis since inception for the period ending on
Fund Balance as of July 31, 2026**

Prepared by: Finance Department

	<u>Total</u>
<u>Fiscal Year 2022-23:</u>	
Revenues from other agencies	\$ 381,181.35
Interest	12,220.12
Revenue from City (Interfund Transfers In)	264,492.10
Sale of CRA property	
Property rental	6,634.60
Grant funds	
Debt proceeds	
Interfund Transfers	14,894.30
Expenditures	(141,478.03)
Encumbrances	
Interfund Transfers out	
Housing rehab program	(12,887.00)
6192	(79,694.81)
Debt service costs	(22,288.85)
Excess of revenues over expenditures	<u>423,073.78</u>
Fund Balance as of September 30, 2023	<u><u>\$ (206,345.10)</u></u>
<u>Fiscal Year 2023-24:</u>	
Revenues from other agencies	\$ 467,107.67
Interest	50,036.90
Revenue from City (Interfund Transfers In)	281,049.96
Sale of CRA property	
Property rental	4,730.00
Grant funds	
Debt proceeds	
Interfund Transfers	
Expenditures	(187,512.25)
Encumbrances	
Interfund Transfers out	
Housing rehab program	(272,967.80)
6192	(69,555.14)
Debt service costs	(20,445.62)
Excess of revenues over expenditures	<u>252,443.72</u>
Fund Balance as of September 30, 2024	<u><u>\$ 46,098.62</u></u>
<u>Fiscal Year 2024-25:</u>	
Revenues from other agencies	\$ 598,717.63
Interest	37,869.85
Revenue from City (Interfund Transfers In)	360,080.80
Sale of CRA property	13,800.00
Property rental	4,855.00
Grant funds	166,434.00
Debt proceeds	
Interfund Transfers	
Expenditures	(335,588.76)
Encumbrances	
Interfund Transfers out	(253,144.00)
Housing rehab program	(583,370.20)
6192	(65,413.01)
Debt service costs	(18,556.31)
Excess of revenues over expenditures	<u>(74,315.00)</u>
Fund Balance as of September 30, 2025	<u><u>\$ (28,216.38)</u></u>
<u>Fiscal Year 2025-26:</u>	
Revenues from other agencies	\$ 638,124.00
Interest	27,377.66
Revenue from City (Interfund Transfers In)	405,067.88
Sale of CRA property	
Property rental	8,855.00
Grant funds	
Debt proceeds	
Interfund Transfers	
Expenditures	(117,672.10)
Encumbrances	
Interfund Transfers out	
Housing rehab program	(51,325.00)
6192	(191,877.63)
Debt service costs	(16,619.77)
Excess of revenues over expenditures	<u>701,930.04</u>
Fund Balance as of July 31, 2026	<u><u>\$ 673,713.66</u></u>

RESOLUTION NO. _____

**RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG,
FLORIDA, APPROVING THE FISCAL YEAR 2026-27 BUDGET;
APPROPRIATING CERTAIN FUNDS TO SPECIFIC REDEVELOPMENT
PROJECTS; 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 Fiscal Year 2026-27 Budget is hereby adopted and ratified;

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 17th day of September 2026.

Mayor

ATTEST:

City Clerk

Sandra Wilson, Director of Housing

The City of Leesburg created the Carver Heights/ Montclair Area Community Redevelopment Agency (CHCRA) on December 10, 2001 (Ordinance 01-61). The trust fund was effective for 15 years expiring on September 30, 2016 pursuant to Section 163.512 Florida Statutes. The trust generates the majority of its annual income from tax increment revenues. The base year was established in 2001 with an assessed taxable value of \$57,980,259. The purpose of creating the CRA was to identify and address blighted conditions and to enable the City to establish a mechanism to finance redevelopment projects through Tax Increment Financing (TIF). The boundaries of the CHCRA are generally County Road 468 to the east, the West Fork Road to the west, the Leesburg city limits to the north, and Center Street/ Montclair Road to the south.

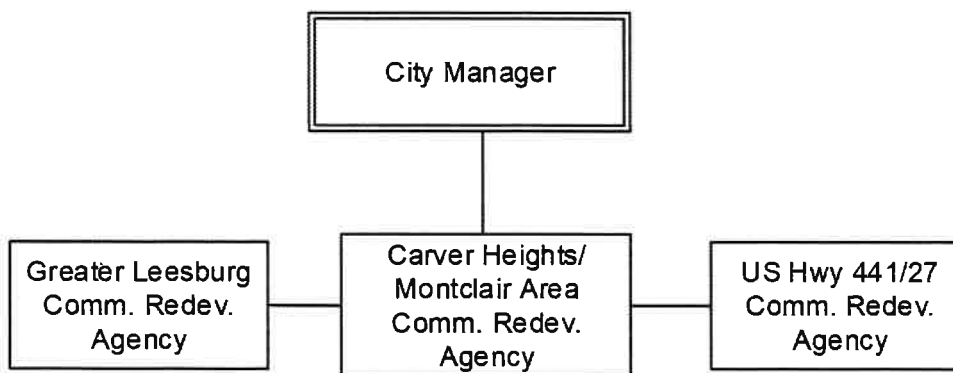
The Carver Heights/ Montclair Area CRA was expanded in July 2015 by 327 acres and 83 properties. In addition, the CHCRA was extended by 30 years to 2045. The base year for the properties that were added is 2015. The base year for the original properties remained at 2001.

The Carver Heights Redevelopment Plan identified the following five (5) most crucial projects:

- Develop Senior Housing
- Develop infrastructure and pedestrian support (sidewalk) facilities
- Develop a comprehensive recreation program and facilities
- Commercial and single home development
- Develop gateways into the community

The Carver Heights/ Montclair Area Community Redevelopment Agency works with assistance from the Community Development Corporation. All projects/fund disbursements must be in accordance with the Carver Heights Redevelopment Plan and approved by the CRA.

Organization Chart:



Carver Heights/ Montclair Area Community Redevelopment Agency

Description

Total Department Budget

\$ 1,131,514

Carver Heights/
Montclair Area
CRA Fund

Revenue
Sources &
Appropriations

Revenue Sources and Appropriations

	ACTUAL 2023-24	ACTUAL 2024-25	ADOPTED 2025-26	ADOPTED 2026-27
REVENUE SOURCES				
Taxes	281,050	360,081	405,047	445,822
Intergovernmental Revenue	467,108	763,150	640,962	644,692
Miscellaneous Revenues	54,767	58,527	25,000	41,000
Other Sources	0	0	0	0
TOTAL REVENUE SOURCES	802,925	1,181,758	1,071,009	1,131,514
APPROPRIATIONS				
Operations	480,927	1,187,514	1,006,005	1,066,809
Resource Center	69,556	65,412	65,004	64,705
TOTAL APPROPRIATIONS	550,483	1,252,926	1,071,009	1,131,514

Revenue Detail

Carver Heights, Montclair Area CRA Fund

	ACTUAL 2023-24	ACTUAL 2024-25	ADOPTED 2025-26	ADOPTED 2026-27
<u>TAXES</u>				
33101 Current Property Taxes	281,050	360,081	405,047	445,822
TOTAL TAXES	281,050	360,081	405,047	445,822
<u>INTERGOVERNMENTAL REVENUES</u>				
33156 Federal Grant - C.D.B.G.	0	164,432	0	0
33731 Lake County/Redevelopment	467,108	598,718	640,962	644,692
TOTAL INTERGOVERNMENTAL	467,108	763,150	640,962	644,692
<u>MISCELLANEOUS REVENUES</u>				
36110 Interest on Investments	38,697	37,221	20,000	36,000
36130 Gain/Loss Investments	11,340	649	0	0
36201 Resource Center	4,730	4,855	5,000	5,000
36429 Sale of Real Estate	0	13,800	0	0
36906 Homegrant Match	0	2,002	0	0
TOTAL MISCELLANEOUS REVENUES	54,767	58,527	25,000	41,000
<u>OTHER SOURCES</u>				
38891 Fund Balance Appropriated	0	0	0	0
TOTAL OTHER SOURCES	0	0	0	0
TOTAL RESOURCES	802,925	1,181,758	1,071,009	1,131,514

Revenue
Detail

Goals & Tasks

Goal: Eliminate blight and stimulate growth by investing in neighborhood redevelopment, while also pursuing new economic opportunities.

Task:

- ◆ Revise and continue in-fill Lot Housing Program
- ◆ Seek funding to acquire additional lots in the Carver Heights CRA
- ◆ Improve the housing conditions in the Carver Heights CRA
- ◆ Increase single family and multi family home development

Goal: Foster an environment where local governance is collaborative, transparent and fiscally sound.

Task:

- ◆ Partner with non-profit organizations, government agencies, churches and civic groups to offer classes/programs at the Leesburg Resource Center to increase the education and employability skills of our residents
- ◆ Develop partnerships for redevelopment of residential and commercial properties
- ◆ Provide information to CRA community on potential redevelopment project/programs
- ◆ Develop partnerships for rehabilitation of existing housing stock
- ◆ Explore Community Land Trust (CLTs) as a potential model for sustainable affordable housing

Major Accomplishments:

- ❑ Created a partnership with non-profit organizations to provide educational workshops for seniors
- ❑ Implemented the Home Improvement Grant Program
- ❑ Established Memorandum of Understanding's (MOU's) with community partners to administer the Home Improvement Grant Program
- ❑ Revised the Surplus lot donation policies and procedures for affordable housing development
- ❑ Provided technical assistance and support for Leesburg Community Development Corporation at monthly people's brunch meeting while sharing vital CRA information

Performance Measures:

	2024-25	2025-26	2026-27
Land Acquired (lots/homes/units)	3	3	1
Community Cleanup projects	3	3	2
Conducted Workshops/Conferences for community	50	20	20
Resource Center Programs/Classes	50	50	50

Personnel Schedule

Classification	2026	Change	2027	Amount
Housing & Redevelopment Manager	1.00	0.00	1.00	71,053
Total	1.00	0.00	1.00	71,053

**Carver Heights,
Montclair Area
CRA Fund**

Operations

**Personnel
Schedule**

Carver Heights/
Montclair Area
CRA Fund

Operations

Appropriations
Detail

Appropriations Detail

Account # 017-6190-559

		ACTUAL 2023-24	ACTUAL 2024-25	ADOPTED 2025-26	ADOPTED 2026-27
PERSONAL SERVICES					
1210	Regular Salaries & Wages	57,532	65,363	68,328	71,053
1641	Vacation/Term & Buyout	4,812	0	0	0
2110	FICA	4,713	4,878	5,150	5,281
221x	Retirement	2,877	3,268	5,466	7,815
23xx	Insurance	8,732	9,632	8,759	11,233
2410	Workers' Compensation	268	296	294	347
TOTAL PERSONAL SERVICES		78,934	83,437	87,997	95,729
OPERATING EXPENSES					
3110	Professional Services	788	0	155,000	5,000
3210	Auditing	3,500	4,167	3,000	4,200
3410	Contract Services	406	1,500	0	0
4010	Travel	1,065	978	2,000	2,000
4110	Communication	525	482	500	500
4210	Postage	10	0	0	100
4310	Utilities	0	1,669	0	0
4410	Rentals	0	225	0	0
4510	Insurance	3,723	3,871	4,000	4,000
4620	Repairs & Maint/Building	0	175	1,000	1,000
4625	Repairs & Maint/Non Buildings	27,682	28,415	33,000	33,000
4631	Repairs & Maint/Internal IS Maint	610	0	1,000	1,000
4710	Printing & Binding	0	0	100	100
4810	Promotional Activities	7,236	5,000	5,000	5,000
4920	Other Current Charges	241	201	250	250
4980	Taxes	228	0	500	500
5180	Minor Furniture/Equipment	749	575	0	1,000
5210	Operating Supplies	574	487	350	350
5410	Publications & Memberships	70	0	620	620
5520	Training	975	0	2,000	1,000
TOTAL OPERATING EXPENSES		48,382	47,745	208,320	59,620
CAPITAL OUTLAY					
6210	Buildings	41,249	0	0	0
6310	Improvements other than Bldgs	18,948	204,406	0	0
TOTAL CAPITAL OUTLAY		60,197	204,406	0	0
DEBT SERVICE					
71xx	2016 Debt	0	0	79,398	81,383
7214	Debt Service\Other	20,446	18,556	16,620	14,635
TOTAL DEBT SERVICE		20,446	18,556	96,018	96,018
GRANTS AND AIDS					
8213	Home Grant Program	272,968	583,370	600,000	0
TOTAL GRANTS & AIDS		272,968	583,370	600,000	0
OTHER USES					
9132	Transfer to Capital Projects	0	250,000	0	0
9910	Reserve for Future	0	0	13,670	815,442
TOTAL OTHER USES		0	250,000	13,670	815,442
TOTAL APPROPRIATIONS		480,927	1,187,514	1,006,005	1,066,809

Appropriations Summary

	ADOPTED 2025-26	ADOPTED 2026-27	INCREASE/ (DECREASE)	PERCENTAGE
Personal Services	87,997	95,729	7,732	8.79%
Operating Expenses	208,320	59,620	(148,700)	-71.38%
Debt Service	96,018	96,018	0	0.00%
Grants and Aids	600,000	0	(600,000)	-100.00%
Other Uses	13,670	815,442	801,772	5865.19%
TOTALS	1,006,005	1,066,809	60,804	6.04%

Significant Budget Changes:

Due to the Grants and Aids not being budgeted for FY 27 the Other Uses category increased into the Reserve for Future (9910).

Carver Heights,
Montclair Area
CRA Fund

Operations

Appropriations
Summary

Carver Heights/
Montclair Area
CRA Fund

Appropriations Detail

Account # 017-6192-559

Resource
Center

Appropriations
Detail

		ACTUAL 2023-24	ACTUAL 2024-25	ADOPTED 2025-26	ADOPTED 2026-27
OPERATING EXPENSES					
3410	Contract Services	16,850	25,875	13,084	12,785
4110	Communication	1,732	1,780	1,800	1,800
4310	Utilities	11,958	12,302	15,000	15,000
4620	Repairs & Maintenance/Buildings	9,430	10,155	7,500	7,500
4625	Repairs & Maintenance/Non Bulk	11,731	5,736	15,000	15,000
463x	Repairs & Maint/Internal IS Maint	5,515	3,001	4,220	4,220
4710	Printing & Binding	0	0	100	100
4810	Promotional Activities	0	84	500	500
4920	Other Current Charges	256	247	300	300
5180	Minor Furniture & Equipment	5,879	0	1,500	1,500
5210	Operating Supplies	6,205	5,592	6,000	6,000
5410	Publications & Memberships	0	640	0	0
TOTAL OPERATING EXPENSES		69,556	65,412	65,004	64,705
TOTAL APPROPRIATIONS		69,556	65,412	65,004	64,705

Appropriations Summary

	ADOPTED 2025-26	ADOPTED 2026-27	INCREASE/ (DECREASE)	PERCENTAGE
Operating Expenses	65,004	64,705	(299)	-0.46%
TOTALS	65,004	64,705	(299)	-0.46%

Carver Heights/
Montclair Area
CRA Fund

Resource
Center

Appropriations
Summary

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 3.B.

Meeting Date: September 17, 2026

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the Carver Heights/Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and City Clerk to execute a satisfaction of mortgage for property donated to Willie Ruth Grimsley, more particularly described as Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page 13, of the Public Records of Lake County, Florida; that was conveyed through the Infill Housing Program; and providing an effective date.

Staff Recommendation:

Authorizing the execution of a satisfaction of mortgage for property donated to Willie Ruth Grimsley.

Analysis:

As part of the Infill Housing Program, a subordinate mortgage was recorded for a five-year period for the donation of the lots. The five-year period has been met; therefore, a satisfaction of mortgage needs to be executed and recorded to release the subordinate mortgage.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CARVER HEIGHTS/MONTCLAIR AREA
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CHAIRPERSON AND CITY CLERK TO
EXECUTE A SATISFACTION OF MORTGAGE FOR PROPERTY DONATED
TO WILLIE RUTH GRIMSLEY, MORE PARTICULARLY DESCRIBED AS
LOTS 7 AND 8, BLOCK G, LIBERIA, ACCORDING TO THE MAP OR PLAT
THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 13, OF THE PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA; THAT WAS CONVEYED
THROUGH THE INFILL HOUSING PROGRAM; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Chairperson and City Clerk are hereby authorized to execute a satisfaction of mortgage for property donated to Willie Ruth Grimsley described as Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page 13, of the Public Records of Lake County, Florida.

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 17th day of September 2026.

Mayor

ATTEST:

City Clerk

PREPARED BY:
William Grant Watson, Esquire
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that, **THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation**, 501 West Meadow Street, Leesburg, Florida 34748, as the owner and holder of that certain Mortgage executed by **WILLIE RUTH GRIMSLEY**, dated Augst 12, 2021, and recorded on August 19, 2021, in O.R. Book 5775, Page 2399, of the Public Records of Lake County, Florida, against the following described real property in Lake County, Florida:

Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 13, of the Public Records of Lake County, Florida.

Parcel ID Number: 22-19-24-0800-00G-00700

has received full payment, compliance, and satisfaction of said note and mortgage and surrenders the same as cancelled and of said Mortgage, does hereby acknowledge satisfaction of said Mortgage, and hereby directs the Clerk of the Circuit Court and Comptroller to discharge and cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has set its hand and seal this ____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

By: _____
Allyson Berry, Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Grant Watson, City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by Allyson Berry, as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [] is known to me or [] has produced _____ for identification.

(SEAL)

Notary Public
Commission Expires: _____

PROPERTY RECORD CARD

General Information

Name:	GRIMSLEY WILLIE R	Alternate Key:	1796121
Mailing Address:	900 NEBRASKA ST LEESBURG, FL 34748 Update Mailing Address	Parcel Number: ⓘ	22-19-24-0800- 00G-00700
		Millage Group and City:	00L2 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	900 NEBRASKA ST LEESBURG FL, 34748	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	LEESBURG, LIBERIA LOTS 7, 8, BLK G PB 9 PG 13 ORB 5775 PG 2390		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

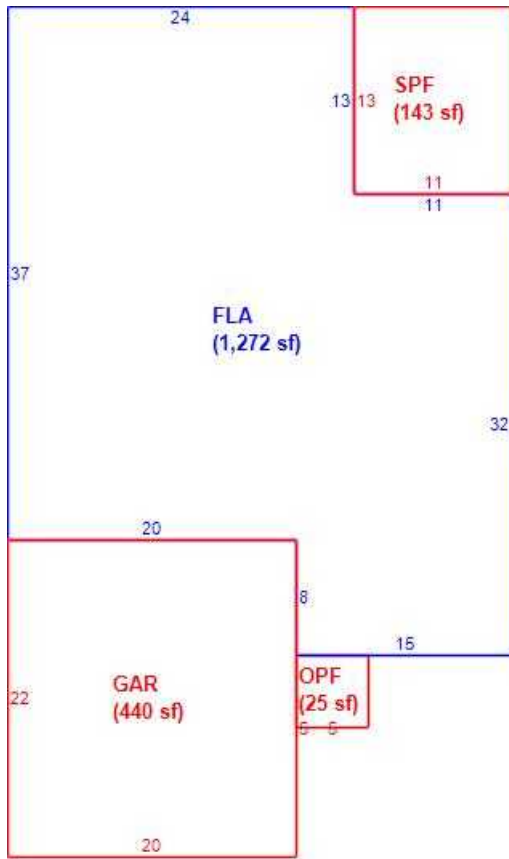
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	100	150		100.000	Front Feet	\$40,950.00	\$40,950.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Residential Building(s)

Building 1

Residential		Building Value: \$163,790.00	
Summary			
Year Built: 2022	Total Living Area: 1272 ⓘ	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	
Incorrect Bedroom, Bath, or other information? ⓘ			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	BRICK/BLOCK STUCCO OR SIDING (03)	1.00	1272
GARAGE FINISH (GAR)		1.00	440
OPEN PORCH FINISHED (OPF)		1.00	25
SCREEN PORCH FINISHED (SPF)		1.00	143

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Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5775 / 2390	08/12/2021	Warranty Deed	Qualified	Vacant	\$10,000.00
3752 / 2397	03/27/2009	Warranty Deed	Qualified	Vacant	\$23,200.00
3472 / 780	06/29/2007	Quit Claim Deed	Unqualified	Vacant	\$0.00
1655 / 1351	10/27/1998	Tax Deed	Unqualified	Vacant	\$800.00

[Click here to search for mortgages, liens, and other legal documents.](#) [i](#)

Values and Estimated Ad Valorem Taxes [i](#)

Values shown are 2026 Certified Values.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
---------------	--------------	----------------	---------------	---------	-----------------

LAKE COUNTY BCC GENERAL FUND	\$204,740	\$204,740	\$98,329	5.0254	\$494.14
SCHOOL BOARD STATE	\$204,740	\$204,740	\$174,740	3.0870	\$539.42
SCHOOL BOARD LOCAL	\$204,740	\$204,740	\$174,740	2.9980	\$523.87
LAKE COUNTY WATER DISTRICT	\$204,740	\$204,740	\$98,329	0.2940	\$28.91
NORTH LAKE HOSPITAL DIST	\$204,740	\$204,740	\$148,329	0.3859	\$57.24
ST JOHNS RIVER FL WATER MGMT DIST	\$204,740	\$204,740	\$148,329	0.1793	\$26.60
CITY OF LEESBURG	\$204,740	\$204,740	\$148,329	3.4752	\$515.47
LAKE COUNTY MSTU AMBULANCE	\$204,740	\$204,740	\$98,329	0.4629	\$45.52
LAKE COUNTY VOTED DEBT SERVICE	\$204,740	\$204,740	\$98,329	0.0400	\$3.93
				Total: 15.9477	Total: \$2,235.10

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
✓ Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

Site Notice

Prepared by:
Cristina Perez, an employee of
Apple Title, Ltd.,
2752 Dora Avenue
Tavares, Florida 32778



File Number: C20-265

Corporate Warranty Deed

This Indenture, made August 12, 2021 A.D.

Between Community Redevelopment Agency for the Carver Heights/Montclair Area a/k/a Carver Heights/Montclair Community Redevelopment Agency, whose post office address is: P.O. Box 490630, Leesburg, Florida 34749, Grantor and **Willie Ruth Grimsley, an unmarried woman**, whose post office address is: 1416 Griffin Road #36, Leesburg, Florida 34748, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten Thousand dollars & no cents, (\$10,000.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Lake, State of Florida, to wit:

Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 13, of the Public Records of Lake County, Florida.

In addition to conveying the real property aforementioned, Grantor does hereby release and convey all mineral rights and reservations Grantor would otherwise have reserved under 270.11 Fla. Stat. (2016), pursuant to a Resolution adopted by the City Commission of the City of Leesburg, Florida, authorizing such release and conveyance.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **22-19-24-0800-00G-00700**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Community Redevelopment Agency for the Carver Heights/Montclair Area a/k/a Carver Heights/Montclair Community Redevelopment Agency

Signed and Sealed in Our Presence:



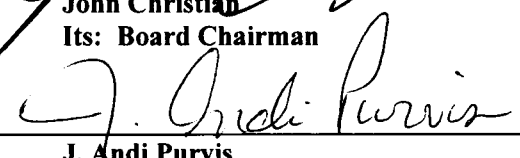
Witness Print Name: Anna Rottermond

Debra F. Vines

Witness Print Name: Debra F. Vines

By: 

John Christian
Its: Board Chairman

By: 

J. Andi Purvis
Its: Secretary / City Clerk

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence, this 12th day of August, 2021, by John Christian, the Board Chairman and J. Andi Purvis, the Secretary / City Clerk of Community Redevelopment Agency for the Carver Heights/Montclair Area a/k/a Carver Heights/Montclair Community Redevelopment Agency, on behalf of the corporation. He/She is personally known to me or has produced a driver's license as identification.



Notary Public

Notary Printed Name: Anna Rottermond (Seal)

My Commission Expires:



RESOLUTION NO. 92

**RESOLUTION OF THE CARVER HEIGHTS/MONTCLAIR AREA
COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE CHAIRMAN AND SECRETARY TO
EXECUTE A CORPORATE WARRANTY DEED IN FAVOR OF WILLIE RUTH
GRIMSLEY TO CONVEY A VACANT PARCEL FOR DEVELOPMENT OF A
SINGLE-FAMILY HOME, IN LAKE COUNTY, FLORIDA, PURSUANT TO
THE IN-FILL HOUSING PROGRAM; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

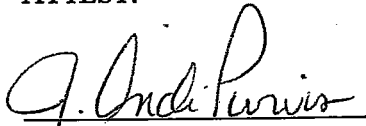
THAT the Chairman and secretary are hereby authorized to execute a Corporate Warranty Deed in favor of Willie Ruth Grimsley for development of a single-family home located on a vacant parcel described as Lots 7 and 8 Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page (s) 13, of the Public Records of Lake County, Florida.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Carver Heights/Montclair Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held the 8th day of February 2021.


Mayor

ATTEST:


City Clerk

Prepared/Return to:

Cristina Perez

Apple Title, Ltd.

2752 Dora Avenue

Tavares, Florida 32778

File No. C20-265

RETURN

**THE CITY OF LEESBURG, FLORIDA
SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE executed this 12th day of August, 2021, by **Willie Ruth Grimsley, an unmarried woman** (jointly and severally, if more than one, referred to as "Mortgagor") to **The City of Leesburg, Florida, a Florida Municipal Corporation** ("Mortgagee") with a mailing address of PO Box 490630, Leesburg, Florida 34749.

WITNESSETH

That for good and valuable consideration, and also in consideration of the aggregate sum named in the Subordinate Mortgage Note of even date herewith and attached as Exhibit "A" hereto (the "Note"), hereinafter described, Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto Mortgagee all the certain land of which Mortgagor is now seized and in possession situated in Lake County, Florida (the "Mortgaged Property"), more particularly described as:

Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 13, of the Public Records of Lake County, Florida.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, easements, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto Mortgagee, in fee simple.

AND, Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has good right and lawful authority to convey the mortgaged property as aforesaid; that Mortgagor will make such further assurances to perfect the fee simple title to the mortgaged property in Mortgagee as may reasonably be required; that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever; and that the mortgaged property is free and clear of all encumbrances except:

A valid first mortgage creating a superior lien on the mortgaged property, approved by Mortgagee in favor of USDA/Rural Housing Services ("First Mortgage"), whose address is 2441 NE 3rd Street, Suite 204-1, Ocala, Florida 34470.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. COMPLIANCE WITH TERMS OF PROMISSORY NOTE AND MORTGAGE. Mortgagor shall pay to Mortgagee the monies due under the terms of the promissory note, of even date, hereinafter substantially copied or identified, to-wit (the "Note"): SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and/or Mortgage. Should Mortgagor perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

If each and every one of the agreements, stipulations, conditions, and covenants of the Note and of this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note, and Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in the Note or Mortgage to the contrary notwithstanding. Failure by Mortgagee to exercise any of the rights or options under the Note or Mortgage accrued or thereafter accruing.

Provided that, as provided in the Note, no payments shall be required under this Mortgage as long as the mortgaged property remains occupied by Mortgagor as Mortgagor's primary residence, and the mortgaged property is not conveyed or transferred, rented, leased, or subleased for a period of five (5) years, then this Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable.

2. REAL PROPERTY TAXES AND ASSESSMENTS; WASTE; REPAYMENT OF EXPENSES INCURRED BY MORTGAGEE. Mortgagor hereby further covenants and agrees to pay promptly when due all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the mortgaged property, neither permit, commit nor suffer waste, impairment or deterioration of the mortgaged property or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by Mortgagee because of the failure of Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of the Note and Mortgage, or either. In the event Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and Mortgage, or either, Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

3. FIRST MORTGAGE; CHARGES; LIENS. Mortgagor shall perform all of the obligations under the First Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the mortgaged property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

Except for the lien of the First Mortgage, Mortgagor shall promptly discharge any other lien which shall have attained priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. Except for the lien of the First Mortgage, if Mortgagee determines that any part of the mortgaged property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Any default in any mortgage note or lien of record, including, but not limited to the Note and the First Mortgage approved herein, shall constitute a default under this Mortgage. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing Mortgagee to declare a default.

4. SUBORDINATION. Mortgagee and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by

the Mortgagor under the First Mortgage or (b) constructing, renovating, repairing, furnishing, installing fixtures or equipping the mortgaged property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the mortgaged property is low or moderate income households or otherwise restricting the Mortgagor's ability to sell the mortgaged property shall have no further force or effect on subsequent owners or purchasers of the mortgaged property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), in receiving title to the mortgaged property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the mortgaged property free and clear from such restrictions.

Further, if the holder of the First Mortgage acquires title to the mortgaged property pursuant to a deed in lieu of foreclosure, the lien of the holder's Mortgage shall automatically terminate upon the acquisition of title, provided that (i) Mortgagee has been given written notice of a default under the First Mortgage and (ii) Mortgagee shall not have cured the default under the First Mortgage within the 30 day period provided in such notice sent to Mortgagee.

5. HAZARD OR PROPERTY INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts not less than the original principal balance of the Note. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagee fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the mortgaged property.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Mortgagor complies with the insurance requirements under the First Mortgage. All original policies of insurance required pursuant to the First Mortgage shall be held by the holder of the First Mortgage; provided, however, Mortgagee may be named as an additional insured. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee a copy of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier, the holder of the First Mortgage and Mortgagee. Mortgagee may make proof of loss if not made promptly by holder of the First Mortgage or the Mortgagor.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the mortgaged property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due with any excess paid to Mortgagor. If Mortgagor abandons the mortgaged property, or does not answer within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagor may use the proceeds to repair or restore the mortgaged property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30) day period will begin when the notice is given.

Notwithstanding the above, Mortgagor's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the holder of the First Mortgage to collect and apply such proceeds in accordance with the First Mortgage.

6. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of the First Mortgage.

In the event of a total taking of the mortgage property, the proceeds shall be applied to the sums secured by this Mortgagee, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the mortgaged property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the mortgaged property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the mortgaged property or to the sums secured by this Mortgage, whether or not then due.

7. PROTECTION OF THE MORTGAGED PROPERTY; LOAN APPLICATION; LEASEHOLD. Mortgagor shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the mortgaged property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Mortgagor's occupancy of the mortgaged property as a principal residence and (ii) Mortgagor's income. If Mortgagor acquires fee title to the mortgaged property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

Mortgagor acknowledges that the mortgaged property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the mortgaged property is located).

8. PROTECTION OF MORTGAGEE'S RIGHTS IN THE MORTGAGED PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the mortgaged property and Mortgagee's rights in the mortgaged property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage (including sums secured by the First Mortgage), appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagor does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph shall become additional debt to Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at highest legal rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

Mortgagee and Mortgagor further agree that a default hereunder shall constitute a default under the First Mortgage. In the event of a default hereunder, the holder of the First Mortgage shall have the right to exercise all rights and remedies under the First Mortgage.

9. INSPECTION. Mortgagor or its agent may make reasonable entries upon and inspections of the mortgaged property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the mortgaged property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

11. TRANSFER OF MORTGAGED PROPERTY OR BENEFICIAL INTEREST. Except for a conveyance to the holder of the First Mortgage under the terms of the First Mortgage, if, prior to the expiration of a ten (10) days commencing on the date of this Mortgage, all or any part of the mortgaged property or any interest in it is sold, conveyed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent (including a transfer of all or any part of the mortgaged property to any person who, at initial occupancy of the mortgaged property, does not use the mortgaged property for permanent residence), Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the holder of the First Mortgage prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Notwithstanding Mortgagee's right to invoke any remedies hereunder, as provided herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least thirty (30) days' prior written notice.

The Mortgagor and Mortgagee agree that whenever the Note or this Mortgage gives Mortgagee the right to approve or consent with respect to any matter affecting the mortgaged property (or construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the holder of the First Mortgage pursuant to the First Mortgage, the holder of the First Mortgage's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Mortgagor and Mortgagee.

12. HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the mortgaged property. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the mortgaged property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the mortgaged property and any hazardous substance or environmental law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by an governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the mortgaged property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law. Prior to taking any such remedial action, however, the Mortgagor

shall notify the holder of the First Mortgage that such remedial action is necessary and shall obtain the written consent of the holder of the First Mortgage for such remedial action.

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "environmental law" means federal laws and laws of the jurisdiction where the mortgaged property is located that relate to health, safety or environmental protection.

13. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pays Mortgagee all sums which then would be due under this Mortgage and Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements or First Mortgage; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to court costs, service of process and reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the mortgaged property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration prompted by Mortgagor's default under the provisions of paragraph 11.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

14. ACCELERATION; REMEDIES. Mortgagee shall give notice to Mortgagor and the holder of the First Mortgage prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date of the notice is given to Mortgagor (and with respect to the the holder of the First Mortgage, thirty (30) days from the date the notice is given to the holder of the First Mortgage), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the mortgaged property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured by Mortgagor on or before the date specified in the notice, and the holder of the First Mortgage has not exercised its rights to cure the default, then Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Mortgagee's right to invoke any remedies herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least sixty (60) days' prior written notice. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

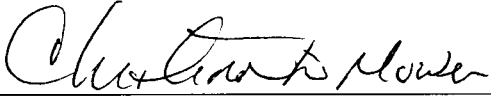
15. RELEASE. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

16. SUCCESSORS AND ASSIGNS BOUND. This Mortgage shall inure to the benefit and bind the heirs, legal representatives, assigns and successors of Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

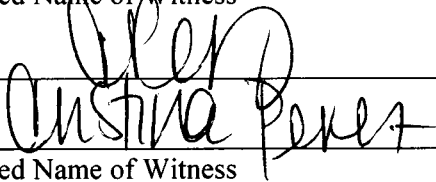
Signed, sealed and delivered
in the presence of:

MORTGAGOR:

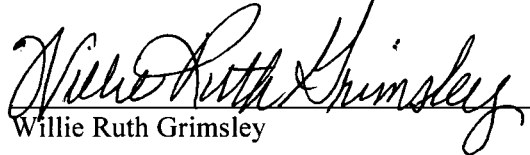


Christina D Mowers

Printed Name of Witness



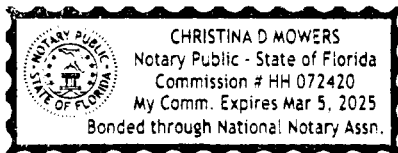
Printed Name of Witness



Willie Ruth Grimsley

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 12th day of August, 2021, by means of physical presence, by Willie Ruth Grimsley, who are personally known to me or who produced a Driver License as identification.





Notary Public

Printed Name of Notary:

My Commission Expires:

MORTGAGE NOTE

\$10,000.00

Aug 12, 2021
Leesburg, Florida

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay to THE CITY OF LEESBURG, FLORIDA (which together with its successors and assigns is called "Payee"), a Florida municipal corporation, or order, the manner herein specified, the sum of \$10,000 (value of vacant land), in the manner specified herein. The principal shall be payable in lawful money of the United States of America to the Payee at P.O. Box 490630, Leesburg, FL 34749-0630, or at such a place as may hereafter be designated by written notice from Payee to the maker hereof. This promissory Note and the mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this promissory note. Repayment of this promissory Note shall take place in the following manner:

If a default occurs under the terms of this promissory Note and/or mortgage securing repayment thereof, the indebtedness created hereunder shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.

The indebtedness created hereunder shall be permanently forgiven five (5) years after the date of execution of this promissory note. The purpose of this provision is to ensure that the property subject to the lien of the mortgage is owner-occupied for a period of at least five (5) years. The indebtedness shall be reduced automatically by 10% of the outstanding principal on an annual basis which shall begin one year and one month from the date of the closing or when the maker takes occupancy of the subject property, whichever is the last to occur.

For the affordability period of five (5) years commencing on the date of the transfer of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

The maker of this promissory Note will be required to pay to the Payee 100% of the reduced amount owed when he/she sales (to a buyer whose income exceeds the 120% income limit), transfers, rents, refinances or no longer occupies the property within five (5) years, which shall begin upon execution of this Note and end at midnight five (5) years from said date. If the mortgaged property is sold, transferred or ceases to be used for an eligible redevelopment activity and/or use as provided for in the In-Fill Lot guidelines and all applicable Titles of the guidelines within a period of five (5) years after the effective date of this Note, the Maker shall repay to Payee a sum equal to the full amount of the promissory Note, as set forth above, subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale, less non-redevelopment debt recorded prior to the date of Subordinate Mortgage, and closing costs. If the amount of net proceeds is not sufficient to repay the entire Note amount, then the amount to be repaid shall be as follows: Net proceeds amount multiplied (x) by fifty-percent (.50) equals = amount due to Payee.

This promissory note incorporates, and is incorporated into, the subordinate mortgage, of even date ("Subordinate Mortgage") creating a lien on real property located in Lake County, Florida, as further described therein ("mortgaged property").

DEFAULT -The maker of this promissory Note, or his or her successors, shall be in default under anyone of the following conditions:

1. Any sale of the mortgaged property within five (5) years of the execution of this promissory Note, by maker or maker's successors. Note: This applies to any sale.
2. Leasing, renting or refinancing of the mortgaged property within five (5) years of the date of execution of this promissory Note and Subordinate Mortgage.
3. The destruction or abandonment of the mortgaged property by maker or maker's successors.
4. Failure to pay applicable property taxes and assessments on the mortgaged property.
5. Failure to maintain adequate hazard insurance on the mortgaged property and improvement located thereon.
6. Failure to comply with the terms and conditions of the accompanying Subordinate Mortgage.
7. Failure to comply with the terms and conditions of the First Mortgage creating a lien on the mortgaged property, as described in Subordinate Mortgage.

CONSEQUENCE OF DEFAULTS. Default under this promissory Note will trigger an acceleration of the remaining principal balance evidenced herein and secured by Subordinate Mortgage, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of default until the date of full payment, at the highest legal rate applicable. Holder's failure to exercise the default provision under this promissory Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

This promissory Note is secured by a mortgage on real property made by the maker in favor of the Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of the said Subordinate Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this promissory Note or default hereunder, or under Subordinate Mortgage, counsel shall be employed to collect this promissory Note or to protect the security of the Subordinate Mortgage.

Whenever used herein the term "holder", "maker", or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the 12th
day of August, 2021.

Applicant Name:

Willie Ruth Grimsley
Willie Ruth Grimsley

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 3.C.

Meeting Date: September 17, 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 two (2) Recipients in the Carver Heights/Montclair Community Redevelopment Area; and providing an effective date.

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 \$50,000 for these two projects, and an additional \$8,000 in administration fees for a total of \$58,000. Each recipient will execute 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 TOTAL	AVERAGE LCAA GRANT AMOUNT (GRANT MATCH)	ADMIN FEE (PAID BY CITY)
1. Mary McCray Bradford	1012 Beecher Street	\$ 25,000	\$ 5,500	\$4,000
2. Tammy Heflin	2128 Simmons Avenue	\$ 25,000	-	\$4,000
		\$ 50,000	\$ 5,500	\$ 8,000

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 (\$8,000) 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	\$281,000.00

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 TWO (2) 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 two (2) 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 TOTAL	AVERAGE LCAA GRANT AMOUNT (GRANT MATCH)	ADMIN FEE (PAID BY CITY)
1. Mary McCray Bradford	1012 Beecher Street	\$ 25,000	\$ 5,500	\$4,000
2. Tammy Heflin	2128 Simmons Avenue	\$ 25,000	-	\$4,000
		\$ 50,000	\$ 5,500	\$ 8,000

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 \$8,000.

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 17th day of September 2026.

Mayor

ATTEST:

City Clerk

Homeowner Name Mary McCray Bradford
Address: 1012 Beecher Street Leesburg, FL
Contact Phone: 352-365-1764

Total Award \$ \$25,000

DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET
City of Leesburg Home Improvement Program
Work Scope

Category	Line Item / Trade Item	Specifications Description	Location
Roofing	Roof Repair / Replacement	This project entails the professional evaluation and repair or replacement of the existing roof system. Contractor shall inspect the roof for damage, deterioration, leaks, and other deficiencies and shall complete the approved repair or replacement work necessary to provide a safe and weather-resistant roof system. All work shall comply with applicable code requirements and program guidelines.	Roof
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 central heating and cooling system. Work shall include the required indoor and outdoor equipment, thermostat, refrigerant connections, electrical connections, condensate drainage, startup, testing, and commissioning in accordance with manufacturer specifications and applicable code. This improvement is intended to provide reliable and energy-efficient heating and cooling for the home.	AC
Electrical	Ceiling Fan Replacement / Repair	This project entails the professional repair or replacement of existing ceiling fans that are damaged, unsafe, or not functioning properly. Contractor shall verify existing electrical connections, furnish and install replacement fans where required, secure all components, and test each fan for safe operation.	Interior
Electrical	Electrical Outlet Repair	This project entails the professional troubleshooting and repair of identified electrical outlets. Contractor shall inspect the affected outlets and associated wiring, correct loose, damaged, or non-functioning components as needed, and verify proper operation and safe electrical service in accordance with applicable code requirements.	Interior
Electrical	Outlet Cover Installation	This project entails the professional installation of new outlet covers at affected electrical outlets. Contractor shall furnish and install appropriate replacement covers, secure all covers properly, and ensure that completed outlets are safe and properly protected.	Interior
Central Heating & Air	Attic Blown-in (R-30)	This project entails the professional installation of attic insulation to achieve the specified R-30 thermal rating. Contractor shall prepare the attic, seal accessible air leakage pathways where required, install insulation to the specified depth and coverage, and maintain required clearances around recessed lights, vents, and other building components. This improvement helps reduce heat transfer and improve the performance of the home's heating and cooling system.	Attic
Bathroom	Bathroom Exhaust Fan (70 CFM)	This project entails the professional installation of a new 70 CFM bathroom exhaust fan. Contractor shall furnish and install the fan, connect it to the existing electrical service as permitted, provide proper exhaust termination and ducting as required, and test the fan for proper operation. Installation shall comply with applicable code requirements.	Bathroom
Electrical	Electrical Troubleshooting	This project entails professional troubleshooting of identified electrical issues within the home. Contractor shall diagnose the affected circuits, outlets, switches, fixtures,	Interior

		or connections and make necessary repairs within the approved scope to restore safe and reliable operation. Any concealed conditions or work outside the approved scope shall be documented for review.	
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Signature: _____

Date: _____

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.

Homeowner: Tammy Heflin
Property Address: 2128 Simmons Ave Leesburg, FL
Contact Phone: 352-551-0096
Email Address:

Total Award \$ **\$25,000**

DETAILED INSPECTION & CONTRACTOR ESTIMATE SHEET
City of Leesburg Home Improvement Program
Work Scope

Category	Line Item / Trade Item	Specifications Description	Location
Mold & Moisture	Bathroom Vanity / Sink	This project entails the professional replacement of the existing bathroom vanity and associated damaged components. Contractor shall remove or repair damaged portions or drywall as needed, install required replacement materials, secure all components, and restore the vanity to a safe and functional condition. Work shall include minor finish repairs directly associated with the vanity work and shall be completed in accordance with applicable code requirements. Ensure no active plumbing leak.	Bathroom
Mold & Moisture	Drywall Repair / Bedroom 1	This project entails the professional repair of damaged bedroom drywall (due to leaks). Contractor shall remove loose or damaged material as necessary, repair affected areas, install replacement drywall where required, tape, finish, sand, prime, and prepare repaired surfaces for final paint or finish. Work shall be completed to provide a safe, sound, and finished wall surface.	Bedroom Walls
Mold & Moisture	Closet Installation / Repair	This project entails the professional repair of damaged bedroom closet (due to leaks) drywall. Contractor shall remove loose or damaged material as necessary, repair affected areas, install replacement drywall where required, tape, finish, sand, prime, and prepare repaired surfaces for final paint or finish. Work shall be completed to provide a safe, sound, and finished wall surface.	Bedroom Closet
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 central heating and cooling system. Work shall include the required indoor and outdoor equipment, thermostat, refrigerant connections, electrical connections, condensate drainage, startup, testing, and commissioning in accordance with manufacturer	AC

		specifications and applicable code. This improvement is intended to provide reliable and energy-efficient heating and cooling for the home.	
Central Heating & Air	Attic Blown-in (R-30)	This project entails the professional installation of attic insulation to achieve the specified R-30 thermal rating. Contractor shall prepare the attic, seal accessible air leakage pathways where required, install insulation to the specified depth and coverage, and maintain required clearances around recessed lights, vents, and other building components. This improvement helps reduce heat transfer and improve the performance of the home's heating and cooling system.	Attic
Roofing	Roof Repair / Replacement Evaluation	This project entails a professional evaluation of the existing roof system to determine whether repair or replacement is required. Contractor shall inspect visible roofing components, identify damaged or deteriorated areas, and provide the appropriate repair or replacement work based on actual field conditions, applicable code requirements, and available program funding. If the existing roof can be safely and effectively repaired, repairs shall be completed where feasible; replacement shall be considered where repair is not a practical or adequate solution.	Roof

Signature: _____

Date: _____

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.



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 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; Leesburg City Hall, 501 W Meadow Street, Leesburg, FL 34748.

62. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the

Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

63. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
64. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://everify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
65. **CONFLICT OF INTEREST.** Contractor is required to disclose the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Leesburg Procurement Department.
66. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
67. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the

applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

68. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.
69. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
70. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:
- If to Contractor: Lake Community Action Agency, Inc.
Attention: James Lowe, Executive Director
501 North Bay Street
Eustis, Florida 327267
Phone: 352-357-5550
E-mail: 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

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

Phone: 352-357-0330

E-mail: Grant@StoneandGerken.com

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

Orlando Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

83. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

CITY OF LEESBURG

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 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; Leesburg City Hall, 501 W Meadow Street, Leesburg, FL 34748.

62. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the

Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

63. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
64. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://everify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
65. **CONFLICT OF INTEREST.** Contractor is required to disclose the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Leesburg Procurement Department.
66. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
67. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the

applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

68. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.
69. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
70. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:
- If to Contractor: Lake Community Action Agency, Inc.
Attention: James Lowe, Executive Director
501 North Bay Street
Eustis, Florida 327267
Phone: 352-357-5550
E-mail: 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

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

Phone: 352-357-0330

E-mail: Grant@StoneandGerken.com

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

Orlando Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

83. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

CITY OF LEESBURG

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