

ROADWAY RESURFACING CONTRIBUTION AGREEMENT

This Roadway Resurfacing Contribution Agreement (“Agreement”) is entered into between **Levy County**, Florida, a political subdivision of the State of Florida (“County”), and **Mr. Jerry Weintraub**, a Levy County property owner.

1. **Introduction and Purpose.** Mr. Weintraub owns property located at 8850 SE 157 Place, Inglis, Florida, 34449 which is served by a County roadway known as SE 157th Place. Mr. Weintraub has requested the County resurface approximately 4,000 linear feet of SE 157th Place with chip seal treatment in the area depicted in red in **Attachment A** (the “Project Area”). The County currently maintains a contract with a qualified roadway contractor capable of performing the project. Mr. Weintraub desires to contribute funds to pay the cost of resurfacing the Project Area subject to the terms and conditions of this Agreement, and the County has determined that entering into this Agreement serves a public purpose and is in the best interest of the County.

2. **Contribution of Funds.** Mr. Weintraub agrees to provide the County a one-time monetary contribution in the amount of \$86,000.00 (the “Contribution”), which shall be used solely for the chip seal treatment project described herein. The Contribution shall be paid in full prior to the commencement of the project. If the cost of the chip seal treatment for the Project Area exceeds the Contribution amount, the County shall be responsible for all costs in excess of the Contribution amount and shall ensure completion of the project without requiring additional funding from Mr. Weintraub.

3. **Use of Funds.** The County shall apply the Contribution exclusively toward costs associated with the Project, including construction, materials, labor, inspection, and related administrative expenses. The County shall have sole discretion regarding the scheduling for the project.

4. **Scope of Work.** The County shall cause the Project Area to be resurfaced with chip seal treatment consistent with County standards and specifications. Work shall be performed by the County’s existing roadway contractor in accordance with the County’s contract and applicable procurement requirements. The County retains sole discretion over construction methods, materials, scheduling, inspection, and acceptance of work. Mr. Weintraub shall have no authority over contractor selection, project oversight, or contract administration.

5. **Maintenance Obligation.** Upon completion of the project, the roadway shall remain a public roadway maintained by the County in accordance with the County’s standard practices, subject to available funding and County priorities.

6. **No Special Benefit or Guarantee.** Mr. Weintraub acknowledges that the resurfacing constitutes a public improvement and that the Project Area will remain a public roadway. The County does not guarantee any specific warranty, condition, or performance outcome of the chip seal treatment. Nothing in this Agreement shall be construed as granting Mr. Weintraub any right to future maintenance, improvements, or priority scheduling beyond what is provided to the residents of the County.

7. **No Refund Obligation.** Mr. Weintraub understands and agrees that the Contribution is voluntary and non-refundable, except in the event the chip seal treatment is not undertaken or not

completed for any reason, in which case the County will return any unexpended portion of the contributed funds to Mr. Weintraub.

8. **Project Coordination Contacts.** For day-to-day coordination regarding scheduling, construction timing, and inspection matters, the parties designate the following representatives:

County Representative:

Name/Title: Don Clifton, Road Department Director
Address: Levy County, 620 N. Hathaway Avenue, Bronson, FL 32621
Office: (352) 486-5124
Cell: (352) 221-5182
Email: clifton-don@levycounty.org

Property Owner:

Name: Jerry Weintraub
Address: 8850 SE 157 Place, Inglis, FL 34449
Phone: (813) 373-0237
Email: jweintraub49@gmail.com

9. **Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of the County's sovereign immunity or limits of liability as provided under section 768.28, Florida Statutes.

10. **Term.** This Agreement shall become effective upon execution by both parties and shall remain in effect until the project is completed.

11. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising under this Agreement shall lie in Levy County, Florida.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be amended only by a written instrument executed by both parties.

<p>Levy County, Florida</p> <p>By: _____ Mary-Ellen Harper, County Manager Date: _____</p>	<p>Jerry Weintraub</p> <p>By:  Date: 02/20/2026</p>
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ATTACHMENT A

