ORANGE COUNTY GOVERNMENT F L O R L D A

Interoffice Memorandum

AGENDA ITEM

January 30, 2017

TO: Mayor Teresa Jacobs AND-Board of County Commissioners James E. Harrison, Esq., P.E., Chairman FROM: Road Way Agreement Committee SUBJECT: February 21, 2017 - Consent Item Froportionate Share Agreement for Taft Vineland Road McCorvey Sheet Metal Building Expansion

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for the McCorvey Sheet Metal Building Expansion on Taft-Vineland Road ("Agreement") by and between McCorvey Florida Holdings, LLC and Orange County for a proportionate share payment in the amount of \$54,760. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share Payment is due within 30-days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Taft-Vineland Road for one deficient trip on the road segment from General Drive to Orange Avenue in an amount of \$16,992 per trip and two deficient trips on the road segment from Orange Blossom Trail to General Drive in an amount of \$18,884 per trip for a total Proportionate Share Payment of \$54,760.

The Roadway Agreement Committee approved the Proportionate Share Agreement on January 18, 2017. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5313.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for McCorvey Sheet Metal Building Expansion Taft-Vineland Road: From General Drive to Orange Avenue Taft Vineland Road: From Orange Blossom Trail to General Drive by and between McCorvey Florida Holdings, LLC and Orange County for a proportionate share payment in the amount of \$54,760. District 4 APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: February 21, 2017

This instrument prepared by and after recording return to: Roy Acord Hills Construction 27004 Highway 6 Hempstead, TX 77445

Parcel ID Number(s): 11-24-29-7268-00-340

[SPACE ABOVE THIS LINE FOR RECORDING DATA]------

PROPORTIONATE SHARE AGREEMENT FOR MCCORVEY SHEET METAL BUILDING EXPANSION Taft-Vineland Road: From General Drive to Orange Avenue Taft-Vineland Road: From Orange Blossom Trail to General Drive

This Proportionate Share Agreement (the "Agreement")effective as of the latest date of execution (the "Effective Date") is made and entered into by and between McCorvey Florida Holdings, LLC, a Florida limited liability company ("Owner"), whose mailing address is 8610 Wallisville Road, Houston, TX 77029-1314, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, the Property is located in County Commission District 4, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Taft-Vineland Road; and

WHEREAS, Owner intends to develop the Property as a 20,800 square foot building expansion (the "**Project**"); and

WHEREAS, Owner received a letter from County dated December 8, 2016, stating that Owner's Capacity Encumbrance Letter ("CEL") application #16-06-040 for the Project was denied; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trip (the "Excess Trips") for the deficient roadway segment on Taft-Vineland Road from General Drive to Orange Avenue (the "Deficient Segment"), and zero (0) PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied as further described in Exhibit "B" hereto; and

Proportionate Share Agreement McCorvey Sheet Metal Building Expansion for Taft-Vineland Road, 2017

WHEREAS, the Project will generate two (2) deficient PM Peak Hour trips (the "Excess Trips") for the deficient roadway segment on Taft-Vineland Road from Orange Blossom Trail to General Drive (the "Deficient Segment"), and zero (0) PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess – Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is Fifty-Four Thousand Seven Hundred Sixty and 00/100 Dollars (\$54,760.00) (the "**PS Payment**"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Issuance of Capacity Encumbrance Letter.

(a) Calculation of PS Payment: The amount of the PS Payment for the Deficient Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals Fifty-Four Thousand Seven Hundred Sixty and 00/100 Dollars (\$54,760.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owner's Traffic Study titled "Traffic Impact Analysis for Concurrency Application, McCorvey Industrial Building Addition, Orange County, Florida" prepared by Traffic Planning and Design, Inc. on October 28, 2016 for Hills Construction (the "Traffic Study"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was denied by the Orange County Transportation Planning Division on November 11, 2016, and is on file and available for inspection with that Division (CMS #2016040). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional

McCorvey Sheet Metal Building Expansion for Taft-Vineland Road, 2017

concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

Timing of PS Payment. Within thirty (30) days following the Effective Date, *(b)* Owner shall deliver a check to County in the amount of Fifty-Four Thousand Seven Hundred Sixty and 00/100 Dollars (\$54,760.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.

(c) Project Development. Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) Increase in Project Trips. Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees.

Section 4. No Refund. The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

Section 5. Notice. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner:

McCorvey Florida Holdings, LLC 8610 Wallisville Road Houston, Texas 77029-1314 Attention: Anthony W. McCorvey, Sr., Manager

With copy to:

Klima Weeks Civil Engineering, Inc. 385 Douglas Avenue, Suite 2100 Altamonte Springs, Florida 32714 Attention: Selby G. Weeks, P.E.

As to County:

Orange County Administrator P. O. Box 1393 Orlando, Florida 32802-1393 McCorvey Sheet Metal Building Expansion for Taft-Vineland Road, 2017

With copy to:

Orange County Community, Environmental, and Development Services Department Manager, Fiscal and Operational Support Division 201 South Rosalind Avenue, 2nd Floor Orlando, Florida 32801

Orange County Community, Environmental, and Development Services Department Manager, Transportation Planning Division 4200 South John Young Parkway Orlando, Florida 32839

Orange County Community, Environmental, and Development Services Department Manager, Planning Division 201 South Rosalind Avenue, 2nd Floor Orlando, FL 32801

Section 6. Covenants Running with the Property. This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

Section 7. Recordation of Agreement. The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 10. Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction,

or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

Section 13. Counterparts. This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

[Signatures appear on following pages]

"COUNTY"

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By: ch cod Teresa Jacobs

Orange County Mayor

Date: 2 マルノ 7

ATTEST: Phil Diamond, CPA, County Comptroller As Clerk of the Board of County Commissioners

By: Députy Cle

Print Name:

Katie Smith



"MCCORVEY SHEET METAL BUILDING EXPANSION"

"OWNER" WITNESSES: autre MCCORVEY FLORIDA HOLDINGS, LLC, a Florida limited liability company Print Name: VU Bv: trita Wood Print Name: Print Name: MECORVEY ONY. Title: President Date: 1-27-2017

STATE OF TEXAS COUNTY OF HARRIS

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Anthony W. McCorvey, Sr., Manager of McCorvey Florida Holdings, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 21 M day of 1 M day o

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of <u>Junuary</u>, <u>2017</u>. <u>Junuary</u>, <u>2017</u>. <u>Junuary</u>, <u>2017</u>. <u>Junuary</u>, <u>2017</u>. <u>Junuary</u>, <u>2017</u>. <u>Junuary</u>, <u>Mounfalle</u>, <u>Edubully</u> <u>Notary Public</u>, <u>State of Jesss</u> <u>My Commission Expires</u>: <u>Feb. 10, 2018</u>.

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Proportionate Share Agreement McCorvey Sheet Metal Building Expansion for Taft-Vineland Road, 2017

Exhibit "A"

"MCCORVEY SHEET METAL BUILDING EXPANSION"

Parcel ID: <u>11-24-29-7268-00-340</u>

Legal Description:

PARCEL A

Description Tract 1

All that certain piece, parcel or tract of land lying in Orange County, Florida, being a portion of Lots 34 and 35, Prosper Colony, as recorded in Plat Book F, Page 16, of the Public Records of Orange County, Florida, and a portion of Lot 8 and Tract A, Regency Industrial Park Section 14 as recorded in Plat Book 14, Pages 87-88 of the Public Records of Orange County, Florida and more particularly described as follows:

From the Northeast corner of Regency Industrial Park, Section 12, as recorded in Plat Book 6, Page 20, Public Records of Orange County, Florida, run N89°42'31"E along the Easterly extension of the North line of said Regency Industrial Park, Section 12, a distance of 15.00 feet to the Point of Beginning; thence S00°10'41"E. a distance of 55.52 feet; thence N87°55'56"E, a distance of 49.50 feet; thence N00°10'41"W, a distance of 108.99 feet; thence S89°42'31"W, a distance of 149.78 feet; thence N00°20'52"W, a distance of 516.10 feet to a point on the South right-of-way line of Rocket Boulevard; thence S89°39'08"W, a distance of 219.00 feet to the Point of Curvature of a curve concave to the southeast, having a radius of 92.25 feet and a central angle of 102°15'22"; thence run southwesterly along said curve an arc distance of 164.64 feet to a point on a curve concave to the west, having a radius of 5999.58 feet and a central angle of 4°07'11", from which the radius point bears S77°01'24"W'; thence run southerly a distance of 431.46 feet along the arc of said curve; thence N89°42'31'E, parallel with and 35.00 feet North of aforesaid North line of said Regency Industrial Park, Section 12, a distance of 330.27 feet; thence S00°10'41"E, a distance of 35.00 feet to the Point of Beginning.

TOGETHER WITH:

Description Tract 2

All that certain piece, parcel or tract of land lying in Orange County, Florida, being a portion of Lot 35, Prosper Colony, as recorded in Plat Book F, Page 16, of the Public Records of Orange County, Florida, and a portion of Lot 8, Regency Industrial Park Section 14 as recorded in Plat Book 14, Pages 87-88, of the Public Records of Orange County, Florida and more particularly described as follows: From the Northeast corner of Lot 1, Regency Industrial Park Section 12 as recorded in Plat Book 6, Page 20, Public Records of Orange County, Florida; run N89°42'31"E along an Easterly extension of the North line of said Lot 1, a distance of 115.02 feet to the Point of Beginning; thence S00°09'21"E, a distance of 52.42 feet; thence S87°55'56"W, a distance of

Proportionate Share Agreement

McCorvey Sheet Metal Building Expansion for Taft-Vineland Road, 2017

50.55 feet; thence N00°10'41"W, a distance of 108.99 feet; thence S89°42'31"W, a distance of 149.78 feet; thence N00°20'52"W, a distance of 516.10 feet to the South right-of-way line of Rocket Boulevard; thence N89°39'08"E, along said right-of-way line, a distance of 264.21 feet; thence S00°37'27"E, a distance of 571.36 feet; thence S89°42'31"W, a distance of 66.82 feet to the Point of Beginning.

LESS PARCEL B:

Commence at the Northeast Corner of Lot 1, Regency Industrial Park Section 12, as Recorded in Plat Book 6, Page 20, of the Public Records of Orange County, Florida; Run thence North 89°42'31" East, being on an Easterly extension of the North line of Said Lot 1, a distance of 15.00 feet, to the Point of Beginning; thence run North 00°10'41" West, 35.00 feet; thence South 89°42'31" West, 76.27 feet; thence North 46°59'11" East, 29.48 feet; thence North 00°18'47" West, 105.00 feet; thence North 44°09'04" East, 74.51 feet; thence North 89°39'23" East, 122.65 feet; thence North 00°41'48" West, 358.36 feet, to the South Right-of-Way line of Rocket Boulevard; thence North 89°40'04" East, along said South Right-of-Way line, 45.00 feet; thence South 00°41'48" East, 571.54 feet; thence South 89°34'25" West, 66.73 feet; thence South 00°09'21" East, 52.42 feet; thence South 87°55'56" West, 100.05 feet; thence North 00°10'41" West, 55.52 feet, to the Point of Beginning.

TOGETHER WITH UNDERGROUND DRAINAGE EASEMENT:

Commence at the Northeast corner of Lot 1, Regency Industrial Park Section 12, as Recorded in Plat Book 6, Page 20, of the Public Records of Orange County, Florida; Thence run North 89°42'31" East, being on the Easterly extension of the North line of Said Lot 1, a distance of 15.00 feet, to the Point of Beginning; thence run North 00°10'41" West, 35.00 feet; thence South 89°42'31" West, 76.27 feet; thence North 46°59'11" East, 29.48 feet; thence North 89°42'31" East, 104.13 feet; thence South 00°10'41" East, 108.99 feet; thence South 87°55'56" West, 49.50 feet; thence North 00°10'41" West, 55.52 feet, to the Point of Beginning.

	Roadway Improvement Project Information										
	Planned Improvement Roadway(s)	Limits of Improvement Segn (From - To)		Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost/ Trip	
	Taft Vineland	General Drive Orange Av	e 1.21	E	880	Widen from 2 to 4 lanes	2000	1120	\$19,030,613	\$16,992	
I	County Share of Improvement										
	Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity increase	County (Backlog) Responsibility		
-[Taft Vineland	General Drive Orange Av	e 121	E	880	225	2000	1120	\$3,823.114	1	
C	Developer Share of Improvement									Mar (de co	
	Planned Improvement Roadway(s)	Limits of Improvement (Fron) - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cos
	Taft Vineland	General Drive Orange Av	1.21	E	880	2000	1120	225	895	\$15,207,499	
	Log of Project Contributions									Updated	TART
j	Date	Project	Project Trips	Prop Share							
ing	.a17	Existing plus Committed	225	\$3,823,200							
- [Backlogged Total		\$3,823,200							
sed		McCorvey Industrial Buildin		\$16,992							
		Total	226	\$3,840,192							

Log of Project Contributions Taft Vinetand Rd (General Drive to Orange Ave)

Exhibit "B"

"MCCORVEY SHEET METAL BUILDING EXPANSION"

Log of Project Contributions

		a house the	Road	way Imper	vement Pro	ect informatio	in .		··· · · · ·		
Planned improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip	
Taft Vineland	Orange Blossom Trail	General Drive	1.15	E	890	Widen Form 2 to 4 lanes	2000	1120	\$21.149.090	\$18,884	
			Cou	nty Share	of Improvem	ent			in the second		
Planned Improvement Roadway(s)	ent Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity	County (Backlog) Responsibility	1	
Taf Vine'and	Grange Blossom Trail	General Drive	1 15	Ε	880	304	2000	1120	\$5,740,467		
				Deve	oper Share	of improveme	nt				A. 44 . 23
Planned Improvement Roadway(s)	Limits of Improvement		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Tri
Taft Vineland	Orange Blossom Trail	General Drive	1 15	E	880	2000	1120	304	816	\$15,408,623	\$18,884

Log of Project Contributions

		Log of Project Contributio	ns	
	Date	Project	Project Trips	Prop Share
Existing	Jan 17	Easting plus Committed	304	\$5,740,736
1.		Backlogged Totals:	304	\$5,740,736
Proposed		McCurvey Ir dustrial Building	2	\$97.768
		Totals:	306	\$5,778,504

Exhibit "B" (cont.)

"MCCORVEY SHEET METAL BUILDING EXPANSION"

Log of Project Contributions