

1. Agenda

Documents:

[01.05.2026 CC AGENDA.PDF](#)

2. Agenda Packet

Documents:

[01.05.2026 CC AGENDA PACKET.PDF](#)

City of Lake Alfred
120 E. Pomelo Street
Lake Alfred, FL. 33850



Phone: (863) 291-5270
Visit: MyLakeAlfred.com

**AGENDA
CITY COMMISSION
MONDAY, JANUARY 5, 2026
7:00 PM
CITY HALL**

Call to Order: Mayor Mac Fuller

Invocation and Pledge of Allegiance

Roll Call: Linda Bourgeois, City Clerk

City Manager & City Attorney Announcements

Recognition of Citizens: Items that are not on the Agenda

Employee Recognition
Special Recognition

Consent Agenda:

- 1.) City Commission Meeting Minutes for December 1, 2025
- 2.) City Commission Announcements
- 3.) Bid Award: Ground Storage Tank Repair
- 4.) City Admin Expansion: Furniture Purchase
- 5.) Board Appointment

Agenda:

- 1.) Public Hearing: Ordinance 1570-25: Election Date
- 2.) Public Hearing: Ordinance 1571-25: Condominiums and Cooperative Associations
- 3.) Public Hearing: Ordinance 1572-25: Certified Recovery Residences
- 4.) Public Hearing: Ordinance 1573-26: Eden Hills Phase 3 PUD
- 5.) Public Hearing: Resolution 01-26: Safe Routes to School Grant Support
- 6.) Bid Award: Street Resurfacing
- 7.) Developers Agreement: Lowery Hills

Recognition of Citizens: Please Limit Your Comments to 5 Minutes.

Commissioner Questions and Comments:

Commissioner Robinson, Jr.
Commissioner Eden
Commissioner Dearmin
Mayor Fuller
Vice Mayor Daley

Adjourn

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

Consent Agenda:

All matters listed under this item are considered to be routine, and action will be taken by one motion without discussion. If a discussion is requested by a commissioner, that item(s) will be removed from the Consent Agenda and considered separately.

1.) City Commission Meeting Minutes for December 1, 2025

Attachments:

- Draft Minutes

Analysis: Please review the minutes at your earliest convenience, and if there are any questions, comments, or concerns, please contact City Clerk Linda Bourgeois at (863) 291-5270.

2.) City Commission Announcements

Analysis: Each of the meetings/events scheduled below may constitute a public meeting at which two or more City Commissioners or Board Members may attend and discuss issues that may come before the City Commissioners.

DATE	MEETING/ EVENT	LOCATION	TIME
1/15	School Zone Speed Enforcement	City Hall	1:00 PM
1/15	Code Enforcement Special Magistrate	Canceled	3:00 PM
1/19	Martin Luther King, Jr. Holiday	N/A	City Offices Closed
1/20	No City Commission Meeting	N/A	N/A
1/29	Planning and Zoning Board	City Hall	6:00 PM
2/2	City Commission Meeting	City Hall	7:00 PM

**LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026**

3.) Bid Award: Ground Storage Tank Repair

Attachments: Quotes

Analysis: The City of Lake Alfred Ground Storage Tank at the water treatment plant needs repairs to replace exterior primary and secondary screens, overflow, and aerator screens. Additionally, the concrete curb for the dome access hatch requires replacement.

The City of Lake Alfred requested bids from three companies with the following results:

In Depth Inc.	\$29,550.00
CROM Water Solutions	\$39,000.46
Southern Corrosion	No Bid

The staff recommends approval of the Ground Storage Tank repairs to In Depth Inc. for \$29,550.00.

**LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026**

4.) City Admin Expansion: Furniture Purchase

Attachments: Quotes

Analysis: The City of Lake Alfred's Finance and Community Development Departments will soon be relocating to the former bank building. The new facility will need to be furnished with new desks, chairs, credenzas, filing cabinets, lobby seating, and a conference room table. Historically, the City of Lake Alfred has worked with Office Furniture Depot because they can provide furniture at the State Contracted price. The City obtained four quotes for different combinations of furniture quality.

1. Option 2 – Laminate	\$ 97,744.86
2. Option 4 – Laminate/Veneer	\$102,809.22
3. Option 3 – Veneer/Laminate	\$129,379.12
4. Option 1 – Veneer	\$181,052.70

The staff recommends approval to purchase Laminate/Veneer Option 4 for \$102,809.22. This option offers the most cost-effective purchase while preserving the conference room table's durability and aesthetic by upgrading it to Veneer.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

5.) Board Appointment

Attachments: Board Application

Analysis: The City maintains various boards that are essential to and benefit the City, including the Retirement, Planning and Zoning, and Parks & Recreation boards. Most members are appointed and approved by the City Commission. All board members under consideration for appointment or re-appointment have been contacted and have agreed to serve.

Parks and Recreation – 3 Year Term

The City has received an application to fill a vacancy from the resignation of Aaron Nangle, who was appointed to the Planning and Zoning Board on 12/1/2025.

- Aaron Nangle, Alternate No. 1 (resigned effective on 12/08/25) 12/31/2027
 * Will leave a vacancy in this position
- Mario Aguirre, Jr., Alternate No. 2 member (new) 12/31/2028

Staff Recommendation: Approval of the Consent Agenda.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

1.) Public Hearing: Ordinance 1570-25: Election Dates

Issue: The City of Lake Alfred will consider an ordinance to move the election dates from April to November in odd-numbered years.

Attachments:

- Ordinance 1570-25 with exhibit "A"

Analysis: On November 17, 2025, the City Commission provided a consensus to bring back an ordinance for consideration to move the April elections to November in the odd-numbered years. The ordinance was approved on first reading on December 1, 2025, by the City Commission on a 4:1 vote. The Supervisor of Elections Office requested the date change.

Across Polk County, four municipalities have biennial elections to reduce costs and increase voter engagement. The City of Lake Alfred has had an average voter turnout of 12% for the last two elections, compared to 18% in the biennial elections. Cities with biennial elections include Lakeland, Auburndale, Fort Meade, and Winter Haven.

If approved, the seated City Commissioners will have their terms adjusted to align with the 2027 November Municipal Election cycle. One Commissioner would be extended for approximately 18 months, while the remaining seats would be extended for approximately 7 months. The city staff anticipates a special election in April of 2027 to address the City Commission's request for a Charter Referendum to establish voting by seats.

Staff Recommendation: Pleasure of the City Commission.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

2.) Public Hearing: Ordinance 1571-25: Condominiums and Cooperative Associations

Issue: The City of Lake Alfred will consider an ordinance related to condominiums and cooperative associations.

Attachments:

- Ordinance 1571-25 with exhibit "A"

Analysis: Section 553.889(11), Florida Statutes, establishes a new statutory requirement for every municipal governing body in Florida, including the City of Lake Alfred, to adopt a local ordinance implementing mandated repair timelines for certain residential buildings that undergo mandatory structural inspections by January 1, 2026.

This legislation strengthens statewide building safety protocols by ensuring that when substantial structural deterioration is identified through a phase two inspection report, corrective actions are initiated promptly to protect residents, property, and public safety.

Condominium associations, cooperative associations, and any other owners of buildings subject to Section 553.889, Florida Statutes, including multifamily residential buildings of three stories or more that fall under the state's milestone inspection requirements, are all covered by the ordinance requirements.

The City Commission approved the ordinance on first reading on December 1, 2025. This ordinance is presented to comply with the statutory requirements.

Staff Recommendation: Approve Ordinance 1571-25 on second and final reading.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

3.) Public Hearing: Ordinance 1572-25: Certified Recovery Residences

Issue: The City of Lake Alfred will consider an ordinance related to condominiums and cooperative associations.

Attachments:

- Ordinance 1572-25 with exhibit “A”

Analysis: Last year, the Florida Legislature enacted SB 954 (Gruters) relating to certified recovery residences, establishing uniform statewide standards for how local governments must process requests for reasonable accommodation in residential zoning districts. Certified recovery residences provide housing and supportive living environments for individuals recovering from substance use disorder, and the legislation was designed to ensure consistency, transparency, and compliance with federal fair housing requirements.

Under SB 954, counties and municipalities must adopt local ordinances by January 1, 2026. These ordinances must establish clear, objective procedures for reviewing and approving reasonable accommodation requests submitted by certified recovery residences seeking to locate within residentially zoned neighborhoods. The legislation further mandates that such requests be processed within 60 days to prevent undue delays.

In addition, SB 954 restricts local government authority by prohibiting the imposition of additional public hearing requirements beyond those already required by law to grant the accommodation. This provision is intended to ensure that the approval process remains administrative, timely, and compliant with federal and state fair housing protections. The City Commission approved the ordinance on first reading on December 1, 2025.

Staff Recommendation: Approve Ordinance 1572-25 on second and final reading.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

4.) Public Hearing: Ordinance 1573-26: Eden Hills Phase 3 PUD

Issue: The City Commission will consider a Planned Unit Development request for Phase 3 of the Eden Hills development.

Attachments:

- Eden Hills Phase 3 site plan & PUD application
- Staff Report
- Planning and Zoning Board Minutes Excerpt

Analysis: The City has received a Planned Unit Development (PUD) application for phase 3 of the Eden Hills Community Development District (CDD) residential development. Phase 1 is entirely constructed, and Phase 2 infrastructure is complete, with homebuilding underway.

The Phase 3 PUD application continues the next phase of the development. The applicant would have gone through the standard zoning process, but the SB 180 legislation retroactively invalidated those standards. The applicant is applying under the alternate PUD standards for active recreation, which allow 1,000 square feet of active recreation to be organized into park space, or approximately 7.02 acres of recreation across 306 units. The park space was highlighted in green in the applicant's proposed site plan submittal.

The proposed development and application are a continuation of the Eden Hills phases. They are consistent with the previous development, providing for reduced lot sizes and an approximate density of 3.36 units per acre, which is below the 4-acre density required under the VRN zoning classification.

Notable conditions for the PUD include, but are not limited to:

- Florida Water Star requirements on residential units for water conservation.
- Required roadway improvements to Old Lake Alfred Road and Cass Road in accordance with county requirements.
- Park Space built to ULDC standards (sidewalks, playground pieces, exercise equipment, picnic tables, etc.)

On December 8, 2025, the Planning and Zoning Board voted 4:1 to recommend approval and forward the PUD to the City Commission for consideration. Because the property is in the Green Swamp Area of Critical State Concern, the ordinance will be transmitted to the Florida Department of Commerce for review.

Staff Recommendation: Approval of the Ordinance 1573-26, with the proposed conditions, on first reading.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

5.) Resolution 01-26: Safe Routes to School Support Application

Issue: The City of Lake Alfred will consider a resolution in support of submitting a Safe Routes to School application for the installation of sidewalks.

Attachments:

- Resolution 01-26

Analysis: The proposed resolution authorizes the City of Lake Alfred to submit a Safe Routes to School (SRTS) funding application to the Florida Department of Transportation (FDOT). The proposed project will run from the Highlands Subdivision on the west side of Lake Swoope Drive and continue to the entrance of Magnolia Ridge, thereby completing connectivity to the four local schools along Evenhouse Road.

City staff including public safety and various consultants including a surveyor and transportation engineer evaluated the proposed project. City staff has requested letters of support from law enforcement, local schools, the Friends of the Library, and the Lions Club.

The grant award announcements are anticipated in September of 2026. Adoption of this resolution provides formal support from the City Commission and affirms the City's commitment to improving safe connectivity for students traveling to and from area schools.

Staff Recommendation: Approve Resolution 01-26.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

6.) Bid Award: Street Resurfacing

Issue: The City of Lake Alfred will consider awarding the street resurfacing bid to G &G Site Development.

Attachments:

- Bid Submissions
- Street Resurfacing Schedule
- Map
- Bid Opening Minutes

Analysis: On October 14, 2025, the City solicited sealed bids for the City's resurfacing project based on the street resurfacing priority list maintained by the Public Works Department. Streets or portions of streets included in the scope of services were: East Hoffman, East Columbia, East Sanford, South Winona Avenue, North Echo, and South Charmil Avenue.

The project was advertised on Demand Star, which is an online procurement platform. On Monday, December 8, 2025, the following bids were opened.

1. G&G Site Development, Inc.	\$278,769.87
2. H&S Investment, dba AAA Top Quality Asphalt	\$346,283.00
3. Hubbard Construction Company	\$415,623.45
4. Ajax Paving Industries of Florida, LLC	\$417,736.25
5. M&M Asphalt, dba All County	\$443,909.45
6. Asphalt 365, Inc.	\$451,096.10
7. C.W. Roberts Contracting, Inc.	\$474,595.00
8. Blacktop Dynasty, LLC	\$478,118.00
9. Tucker Pacing, Inc.	\$525,721.46
10. U.S. Asphalt, dba U.S. Pave	\$685,208.80

The City has budgeted approximately \$275,000 for the resurfacing project from current year and carry over funding from the previous fiscal year. The city has had previous positive experiences with the proposed company that is also the low bidder on the job.

Staff Recommendation: Approval of the bid award for street resurfacing to G&G Site Development for \$278,769.87.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

6.) Developers Agreement: Lowery Hills Utility Upsize

Issue: The City of Lake Alfred will consider entering into a developers agreement for utility upsizing credit.

Attachments:

- Developer's Agreement

Analysis: The Lowery Hills development is a Community Development District (CDD) comprising approximately 217.5 acres and 678 single-family homes upon buildout. The development is generally located north of the railroad tracks and south of Lake Lowery along Old Lake Lowery Road.

The subdivision was developed under the master-planned community (cluster) provision, and staff have worked with the applicant to ensure compliance with the Unified Land Development Code (ULDC). As a part of the development process, the owner agreed to upsize certain utility lines from 8" to 12" to support future connections.

The City requested these enhancements to facilitate future connections consistent with our utility master plans. The cost difference between what was required to serve the development and the upgrades requested to provide future capacity is available as a credit back to the owner.

Staff Recommendation: Approval of the Utility Upsize Developers Agreement with Lowery Hills.

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Roll Call: Linda Bourgeois, City Clerk

City Manager & City Attorney Announcements

Recognition of Citizens: Items that are not on the Agenda

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Special Recognition

Consent Agenda:

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Recognition of Citizens: Please Limit Your Comments to 5 Minutes.

Commissioner Questions and Comments:

Commissioner Robinson, Jr.
Commissioner Eden
Commissioner Dearmin
Mayor Fuller
Vice Mayor Daley

Adjourn

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

Consent Agenda:

All matters listed under this item are considered to be routine, and action will be taken by one motion without discussion. If a discussion is requested by a commissioner, that item(s) will be removed from the Consent Agenda and considered separately.

1.) City Commission Meeting Minutes for December 1, 2025

Attachments:

- Draft Minutes

Analysis: Please review the minutes at your earliest convenience, and if there are any questions, comments, or concerns, please contact City Clerk Linda Bourgeois at (863) 291-5270.

2.) City Commission Announcements

Analysis: Each of the meetings/events scheduled below may constitute a public meeting at which two or more City Commissioners or Board Members may attend and discuss issues that may come before the City Commissioners.

DATE	MEETING/ EVENT	LOCATION	TIME
1/15	School Zone Speed Enforcement	City Hall	1:00 PM
1/15	Code Enforcement Special Magistrate	Canceled	3:00 PM
1/19	Martin Luther King, Jr. Holiday	N/A	City Offices Closed
1/20	No City Commission Meeting	N/A	N/A
1/29	Planning and Zoning Board	City Hall	6:00 PM
2/2	City Commission Meeting	City Hall	7:00 PM

**MINUTES
CITY COMMISSION
MONDAY, DECEMBER 1, 2025
7:00 PM
CITY HALL**

Call to Order: Mayor Fuller called the City Commission meeting to order at 7:00 p.m. in the City Commission Chambers, 120 E. Pomelo Street, Lake Alfred, FL. 33850.

Invocation and Pledge of Allegiance: Aaron Nangle of the First United Methodist Church of Lake Alfred provided the invocation, and Mayor Fuller led the Pledge of Allegiance.

Roll Call: Linda Bourgeois, City Clerk

City Commissioners in attendance: Mayor Mac Fuller, Vice Mayor Nancy Daley, Commissioner Brent Eden, Commissioner Jack Dearmin, and Commissioner Ronnie Robinson Jr.

Staff in attendance: City Manager Ryan Leavengood, City Attorney Seth Claytor, Human Resources Director Margarita Martin, Fire Marshall Tom Murphy, Finance Director Amber Deaton, Police Chief Art Bodenheimer, Assistant to the City Manager Brenn Hines, and Fire Chief Darius Livingston.

The City Manager announced the following:

1. On Friday, December 5th, the City of Lake Alfred will participate in the Winter Haven/Auburndale Christmas Parade. The line-up will be at Spring Haven at 5:00 PM.
2. The City of Lake Alfred is excited to introduce a new event this year: the Christmas Tree Trail at the Edwin Moore Public Library. Individuals, families, businesses, and community organizations are invited to sponsor and decorate a tree. The City will provide each tree and electricity, with a \$25 registration fee per tree required. The Christmas Tree Trail will be open from Sunday, December 7, 2025, through Saturday, January 3, 2026.
3. Please note the Employee Christmas Party date has been changed to Tuesday, December 9, 2025, at 11:30 AM at the Mackay House.
4. The next Ridge League of Cities Dinner will be held on Thursday, December 11, 2025, at the New Auburndale Lake Ariana Civic Center, beginning at 6:00 PM.
5. Santa's mailbox will be opened at the library tomorrow.
6. The Light Up Lake Alfred Christmas Parade will be held on Saturday, December 13th. The line-up will be at Central Park at 5:30 PM.
7. The City Offices will be closed on Wednesday, Thursday, and Friday, December 24th, 25th, and 26th in observance of the Christmas Holidays.
8. The City Offices will be closed on Thursday and Friday, January 1st and 2nd, in observance of New Year's Day.

9. The next City Commission meeting will be on Monday, January 5, 2026.

City Attorney Claytor said he remained grateful to represent the great City of Lake Alfred.

Recognition of Citizens

There were none.

Mayor Fuller read the Agricultural and Labor Program, Inc., Proclamation into the record. Executive Director Arlene Dobison accepted it.

Ms. Dobison said it was a pleasure to serve. The program has been in our community since 1968, and it serves families throughout the State of Florida. She shared that the number of families served was closer to 13,000, and they are proud to serve the community. She spoke about being proactive during the government shutdown, saying they did not have to lay anyone off as they were not impacted. She thanked the City of Lake Alfred City Commission and said she was honored to accept the proclamation.

Employee of the Year – Micki Bond

Finance Director Deaton said tonight, we have the privilege of recognizing someone whose presence, dedication, and heart have truly made a difference this year. Micki Bond is more than someone who excels at her work — she is someone who encourages the people around her, makes challenges feel manageable, and reminds us of what it looks like when someone shows up consistently and with care every single day.

She doesn't seek recognition or applause. She does what's right — with humility, kindness, and with a work ethic that inspires the rest of us. Her impact isn't just seen in the results they produces, but in the way she treats others: with patience, respect, and genuine warmth.

The finance department has had a very demanding year. But even in the hardest moments, she brought steadiness, positivity, and a sense of calm that helped all of us keep moving forward. She set a standard not because she tried to outperform anyone, but because she consistently chose to give her best.

Tonight, we get to honor her the way she deserves.

To our Employee of the Year. Thank you for being so dedicated, for leading by example, and for quietly but powerfully making this team better. We are grateful for you, inspired by you, and incredibly proud to celebrate with you. Congratulations — this recognition is well-earned.

Micki Bond thanked Director Deaton for the kind words. She said she looks up to and admires her director. She thanked the city manager, the city commission, the directors, and her coworkers, saying this has been an incredible honor. She concluded by saying she is committed to serving the city.

Eric DeHaven of the Polk Regional Water Cooperative presented on the alternative water supply.

Presentation Overview

- Provided an overview of the history of the Polk Regional Water Cooperative
- Reviewed the two selected projects for alternative water supply

- Restrictions on the upper Floridan Aquifer
- Composition of the lower Floridan Aquifer
- 2024 actual water usage and committed amounts of lower Floridan water
- Future alternative water supply options
- The funding sources for both alternative water supply projects
- Costs to each member of the cooperative

During the presentation, the city commission discussed prioritizing water conservation in order to preserve the City's available resources, the price for cities that want to join later, and the ability for municipalities to swap allocations. Further conversations focused on the depth of the wells into the lower Floridan, reverse osmosis treatment, and water reuse options.

Eric DeHaven provided his professional background, saying he has been a geologist since 1992 and has worked with the Polk Regional Water Cooperative for the past four years.

Vice Mayor Daley asked how we would know for sure whether it could be treated and whether there would be any health effects. It was shared that the PH was 7-8, which is typical of water around limestone, and that reverse osmosis has already been proven to work.

A brief discussion ensued about the water cycle, potential regulatory changes, the City of Lake Alfred's proactive conservation efforts by implementing the WaterStar standard before growth occurred, and the effectiveness of tiered pricing in conservation.

The City Commission thanked Eric DeHaven for the presentation.

Mayor Fuller presented the Consent Agenda.

The City Manager announced that, at the applicant's request, the Developer's Agreement for Lowery Hills Upsize has been removed from the consent agenda.

Consent Agenda:

- 1.) City Commission Meeting Minutes for November 17, 2025
- 2.) City Commission Announcements
- 3.) 2026 Public Meeting and Holiday Schedule
- 4.) Board Appointments and Re-appointments
- 5.) ~~Developers Agreement: Lowery Hills Utility Upsize~~

The City Clerk inserted the analyses for the consent agenda items 3, 4, and 5. The Commission will consider approving the schedule for the City Commission, Planning Board and Zoning Board, Parks and Recreation Board, Special Magistrate Code Enforcement Hearings, School Zone Speed Enforcement, General Employees Retirement Board, and the Police and Firefighters Retirement Board.

This proposed schedule is consistent with the adopted 2025 public meeting schedule, and the September City Commission dates may change based on budget hearing requirements.

Notable changes for the City Commission include:

- Removed the second meeting in January
- Removed the first meeting in June

- Removed the first meeting in July
- Removed the second meeting in December

Board Appointments

Analysis: The City maintains various boards that are essential to and benefit the City, including the Retirement, Planning and Zoning, and Parks & Recreation boards. Most members are appointed and approved by the City Commission. All board members under consideration for appointment or re-appointment have been contacted and have agreed to serve.

Planning and Zoning Board – 3-year terms

The City has received applications or expressions of interest from all candidates for the Planning & Zoning Board.

- Herb Nigg, resigned effective on 12/26/25
- *Cathy Long, alternate to replace Herb Nigg, regular member 12/31/2029
- *Staff recommendation based on four years of service as an alternate on the board
- Aaron Nangle, alternate member (new) 12/31/2029

Parks and Recreation – 3-year terms

- Don Widner (renewal) 12/31/2028

Employee General Retirement Board – 4-year terms

- Steven DeBord – Resignation, which created the vacancy
- Vacant Residential CC Appointed – for a 4-year term 12/29/2029

The staff recommends approval of the consent agenda.

Mayor Fuller opened the floor to public comments, but seeing no one, closed it.

Vice Mayor Daley motioned to approve the consent agenda, and **Commissioner Dearmin** seconded it. The motion was unanimously approved.

Mayor Fuller presented the first item of business.

- 1.) Public Hearing: Ordinance 1569-25: EAR-Based Amendments to the Comprehensive Plan.

The city attorney read the title of Ordinance 1569-25 into the record.

The city manager presented the analysis. Section 163.3191 Florida Statutes requires that every seven years an evaluation of local government comprehensive plans be conducted to determine whether updates are needed to remain aligned and in compliance with statutory requirements and changing conditions. The Evaluation and Appraisal Report (EAR) identifies those needs, and the EAR-based amendments implement formal changes to the Comprehensive Plan.

The EAR process includes two phases: 1) the Evaluation and Appraisal Report, and 2) the EAR-Based Amendments.

The first phase of the process is to complete an Evaluation and Appraisal Report, and the second phase is to update the Comprehensive Plan based on a review of changes since the last amendment. This process, which is referred to as the “EAR-Based Amendment Process”, is currently underway. The last Evaluation and Appraisal was conducted in 2018.

On March 3, 2025, the City of Lake Alfred City Commission approved a Planning Advisory Services Agreement with the Central Florida Regional Planning Council to evaluate and propose changes to the City’s 2030 Comprehensive Plan. One public workshop was held on June 30, 2025, at the First Baptist Church of Lake Alfred to gather public input. The proposed amendments are for statutory compliance only, without any substantive recommendations, due to Senate Bill 180.

- Planning horizon 2050
- Statutory compliance only due to SB180
- The Right to Farm Act was addressed
- Measurable targets removed
- Updated maps
- The Basin Action Management Plan was addressed
- Added definitions

Upon approval of first reading, this ordinance will be transmitted to the Florida Department of Commerce for review under the State Coordinated Review process.

The staff recommends approval for Ordinance 1569-25 on first reading.

Marisa Barmby, Program Manager and Planning and Research with the Central Florida Regional Planning Council, presented on the proposed comprehensive plan amendments.

Overview of Presentation

- Reviewed the purpose of the Comprehensive Plan.
- Reviewed the State Statutes governing the Evaluation and Appraisal Report (EAR).
- Provided an overview of Senate Bill 180 and the restrictions with updates to the Comprehensive Plan.

- The Comprehensive Plan’s proposed amendments were updated for compliance with the Florida State Statutes, Horizon to 2050, timing-related policies, and agency names.
- Reorganized the elements in the Comprehensive Plan to coincide with the order in which they appear in the Florida Statutes.
- Targeted measures were removed from the elements.
- Added introductions to each element.
- Reviewed each element and the proposed changes.

During the presentation, the City Commission discussed the affordable housing definition, assigning Future Land Use and Zoning designations to Hilochee Wildlife Management when the window opens from Senate Bill 180, and adding the historical designations to the Alexander Mackay Bridge and the Mackay home before transmittal.

Mayor Fuller opened the public hearing and, seeing no one, he closed it.

Commissioner Eden moved to approve Ordinance 1569-25 EAR Based Amendments on the first reading transmittal hearing. **Commissioner Dearmin** seconded the motion, which was unanimously approved.

Mayor Fuller introduced the next business item into the record.

2.) Ordinance 1570-25: Election Dates

The City Attorney read the title of Ordinance 1570-25 into the record.

The city manager presented the analysis. On November 17, 2025, the City Commission provided a consensus to bring back an ordinance for consideration to move the April elections to November in the odd-numbered years. The change would align the City with the municipal practices of other Polk County cities, reduce administrative workload, and generate long-term cost savings for the City. The costs for conducting an election vary depending on whether a referendum is on the ballot, but typically range from \$6,000 to \$7,500 per election.

Across Polk County, four municipalities have biennial elections to reduce costs and increase voter engagement. The City of Lake Alfred has had an average voter turnout of 12% for the last two elections, compared to 18% in the biennial elections. Those cities with biennial elections are Lakeland, Auburndale, Fort Meade, and Winter Haven.

Upon approval of the Ordinance, the seated City Commissioners will have their terms adjusted to align with the 2027 November Municipal Election cycle. One Commissioner would be extended for approximately 18 months, while the remaining seats would be extended for approximately 7 months.

The City Commission discussed holding a special election in April of 2027 to address the City Commission's request for a Charter Referendum to establish voting by seats.

The staff recommendation is at the City Commission's pleasure.

Mayor Fuller opened the floor to public comments and, seeing no one, he closed it.

Vice Mayor Daley said that this change to November would mean that a city commissioner election would not be held for almost 2 years. She shared that someone approached her and said, "If it isn't broken, don't fix it." She doesn't have an issue with leaving it until April.

Commissioner Eden said he agrees with the November alignment.

Commissioner Robinson said he agreed with the alignment in November in order to get increased voter turnout and participation, and he is also in favor of a Charter Amendment to run by seats.

The city attorney stated that certain jurisdictions were not changing the date(s) of and/or for the municipal elections to November of odd-numbered years.

The city staff shared that, if the desire were to align with the November elections, even the City had an election in April of 2026, the city commissioner on that election cycle would still need to be extended for an additional eighteen months. It would have to happen either at the front end or the back end, given the structure of our election cycle.

A brief discussion ensued, about 50% of all cities that responded to the City Clerk's poll said they were interested in moving the elections to November in and/or for odd-numbered years. This is the first reading of the ordinance, and this ordinance will come back in January for second reading and adoption public hearing.

Commissioner Eden moved to approve Ordinance 1570-25 regarding Election Dates on the first reading. **Commissioner Robinson** seconded the motion.

The vice mayor requested a roll call vote, and the city clerk conducted it.

Mayor Fuller	AYE
Vice Mayor Daley	NAY
Commissioner Eden	AYE
Commissioner Dearmin	AYE
Commissioner Robinson, Jr.	AYE

Motion carried 4:1.

Mayor Fuller presented the next item of business for consideration.

3.) Ordinance 1571-25: Condominiums and Cooperative Associations

The City Attorney read the title of Ordinance 1571-25 into the record.

The City Manager presented the analysis. Section 553.889(11), Florida Statutes, establishes a new statutory requirement for every municipal governing body in Florida, including the City of Lake Alfred, to adopt a local ordinance implementing mandated repair timelines for certain residential buildings that undergo mandatory structural inspections by January 1, 2026.

This legislation strengthens statewide building safety protocols by ensuring that when substantial structural deterioration is identified through a phase two inspection report, corrective actions are initiated promptly to protect residents, property, and public safety.

Condominium associations, cooperative associations, and any other owners of buildings subject to Section 553.889, Florida Statutes, including multifamily residential buildings of three stories or more that fall under the state's milestone inspection requirements, are all covered by the ordinance requirements.

This ordinance is presented to comply with these statutory requirements and will be presented at the January 5, 2026, City Commission meeting on the second and final reading.

The staff recommends approval for Ordinance 1571-25 on the first reading.

Mayor Fuller opened the floor to public comments, but seeing no one, he closed it.

Commissioner Eden asked if there was any legislation anticipated for Homeowners Association, and the city attorney responded that he would keep the city updated on any bill summaries coming forward.

Commissioner Dearmin moved to approve Ordinance 1571-25: Condominiums and Cooperative Associations on the first reading. **Commissioner Eden** seconded the motion, which was unanimously approved.

Mayor Fuller introduced the next item of business.

4.) Ordinance 1572-25: Certified Recovery Residences

The City Attorney read the title of Ordinance 1572-25 into the record.

The city manager presented the analysis. Last year, the Florida Legislature enacted SB 954 (Gruters) regarding certified recovery residences, establishing uniform statewide standards for how local governments must process requests for reasonable accommodations in residential zoning districts. Certified recovery residences provide housing and supportive living environments for individuals recovering from substance use disorder, and the legislation was designed to ensure consistency, transparency, and compliance with federal fair housing requirements.

Under SB 954, counties and municipalities are required to adopt local ordinances by January 1, 2026. These ordinances must establish clear, objective procedures for reviewing and approving reasonable accommodation requests submitted by certified recovery residences seeking to locate within residentially zoned neighborhoods. The legislation further mandates that such requests be processed within 60 days to prevent undue delays.

In addition, SB 954 restricts local government authority by prohibiting the imposition of additional public hearing requirements beyond those already required by law to grant the accommodation. This provision is intended to ensure that the approval process remains administrative, timely, and compliant with federal and state fair housing protections.

This ordinance is presented to comply with these statutory requirements and is anticipated to be presented at the January 5, 2026, City Commission meeting on the second and final reading. The proposed language represents a draft on first reading. Staff will continue to review the proposed language and will include any corrections or amendments for the second and final reading.

The staff recommendation is to approve Ordinance 1572-25 on first reading.

Mayor Fuller opened the floor to public comments, but seeing no one, he closed it.

Commissioner Robinson moved to approve Ordinance 1572-25: Certified Recovery Residences on first reading. **Commissioner Eden** seconded the motion, which was unanimously approved.

5.) Resolution 31-25: Employee Manual and Personnel Handbook Amendment

The city attorney read Resolution 31-25 into the record.

The city manager presented the analysis. The employee handbook details the personnel policies, benefit programs, and rules for City employees. The last formal review of the Personnel Manual was conducted in February 2025, and the revised Personnel Manual was adopted by Resolution 04-25 on February 17, 2025.

Regular review and maintenance of the personnel manual and employee handbook are essential to support consistent management practices and to provide employees with clear guidance on workplace expectations. The February 2025 update serves as the City's most current framework for employee relations, and the notable changes in the proposed amendment include:

- Established a Civil Rights Coordinator
 - Required for Growers Grant through DEP
- President's Day as a City Holiday
 - Added to be consistent with the Polk School Holiday schedule
- Defined workweek from Monday to Sunday
 - Clarification
- Fleet & Capital Equipment Tracking
 - Acknowledges the practice
- City Issued Cell Phones
 - Moves departmental policy into the handbook
- Vehicle Safety
 - Clarifies within the handbook
- Accrual of Personal Day
 - Moves accrual to January 1st instead of October. New employees hired immediately after the start of the fiscal year (which is when we hire for new positions were missing out on the accrual).
- Unused Sick Leave
 - Keeps the 50% payout upon separation but removes the cap. Minimal expense (only three employees above the current cap) after decades of tenure.
 - The 50% reduction solves for the substantive issue already; the cap itself rarely ever comes into play and just clips long-term employees who have given good service to the City for decades (and that rarely take time off).

Mayor Fuller opened the floor to public comments, but seeing no one, he closed it.

There was no discussion from the City Commission.

Commissioner Dearmin moved to approve Resolution 31-25: Employee Manual and Personnel Handbook. **Vice Mayor Daley** seconded the motion, which was unanimously approved.

6.) Purchase: Brush Truck

The city manager presented the analysis. This request is to purchase a 2025 Tesla Cybertruck to enhance the Fire Department's operational capabilities. This vehicle will serve multiple critical roles, including:

- Brush Truck: Equipped with a 150-gallon water tank to support firefighting in wildland, brush, and rural areas.
- Command Vehicle: Serving as a mobile command for on-scene incident management.
- Rescue Unit: Available for emergency response and rescue operations.
- Mobile Energy Source: The vehicle's battery system can power equipment and meet emergency needs for up to 12 hours, including acting as a generator during power outages.

- **Public Education Vehicle:** Supporting community outreach and fire safety education programs.

This is a single-source/sole-source purchase directly from Unplugged Performance, an associate and/or affiliate of the Tesla Corporation.

This item has been included in the Capital Improvement Program since FY 20/21 and was slated for funding in FY 27/28 for \$150,000. Staff is requesting to advance the purchase to the current fiscal year and public safety program funds are available to fund the request.

The staff recommends approval of the purchase of the 2025 Tesla Cybertruck from Unplugged Performance for the amount of \$131,787.

Fire Chief Livingston spoke about this purchase being a leader in the municipal realm, about being good stewards of taxpayer dollars, the warranty, the ease of maintenance, and its multiple uses. He shared that Tesla was adding about \$40,000 in equipment, and we were the first pilot public safety vehicle in the Nation.

Mayor Fuller opened the floor to the public for comments.

Carson Parris and his siblings at 1626 Newfoundland Drive shared their story about an electric vehicle (EV) that broke down, leaving them stranded.

Mayor Fuler closed the floor to public comments.

Fire Chief Livingston responded and spoke about the vehicle warranties, noting that we went with the best company in the electric vehicle industry.

Vice Mayor Daley said she has long been a proponent of electric vehicles and was pleased that the software updates occurred overnight.

Vice Mayor Daley moved to approve the EV Purchase from Unplugged Performance in the amount of \$131,787. **Commissioner Eden** seconded the motion, which was unanimously approved.

Recognition of Citizens

City Commission Questions and Comments

A brief discussion occurred regarding the New Lake Alfred Bar and Grill inspection.

Vice Mayor Daley said that it was a busy time of the year. She spoke about the upcoming Legislative Conference, Christmas Parades, and the Ridge League of Cities dinner. She wished everyone a Merry Christmas, a Happy Kwanzaa, a Happy Hanukkah, and a Happy New Year. Before the close of the meeting, she announced the ribbon-cutting ceremony at the Chain of Lakes Park and the grand opening of the Lake Myrtle Hall of Fame events. Thank you.

Commissioner Robinson, Jr., wished everyone safe travels during the holiday season. He, too, wished everyone a Merry Christmas, a Happy Kwanzaa, a Happy Hanukkah, and a Happy New Year. He encouraged everyone to take many videos and photos of their family during this time. He spoke about a recent game and said, "Go Buckeyes". Thank you.

Commissioner Eden thanked both Chiefs in the back and all the city staff. He provided an update on the Little League Football teams, saying that two of the four teams won the Super Bowl. He said he was proud, and they represented the City of Lake Alfred well. Thank you.

Commissioner Dearmin concurred with the holiday sentiments and dittoed the comments. He thanked everyone for all they did for the City of Lake Alfred.

Mayor Fuller addressed the city clerk, the city manager, and the city attorney, thanking them for steering the ship during this busy year. He said it was a great year, thanking them for their support and dedication to the City of Lake Alfred. He said he was blessed to work with the City Commission and thanked the families in the audience. He wished everyone a safe holiday season, a Merry Christmas, a Happy Kwanzaa, a Happy Hanukkah, and a Happy New Year.

A friendly reminder was provided about the Christmas After-Hours social at SouthState Bank on December 2, 2025, at 5:30 PM.

Without further discussion, the City Commission meeting was adjourned at 10:12 p.m.

Respectfully submitted,

Linda Bourgeois, BAS, MMC, City Clerk

**LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026**

3.) Bid Award: Ground Storage Tank Repair

Attachments: Quotes

Analysis: The City of Lake Alfred Ground Storage Tank at the water treatment plant needs repairs to replace exterior primary and secondary screens, overflow, and aerator screens. Additionally, the concrete curb for the dome access hatch requires replacement.

The City of Lake Alfred requested bids from three companies with the following results:

In Depth Inc.	\$29,550.00
CROM Water Solutions	\$39,000.46
Southern Corrosion	No Bid

The staff recommends approval of the Ground Storage Tank repairs to In Depth Inc. for \$29,550.00.

City of Lake Alfred BID SHEET

Date Requested: 12/11/2025	Requesting Department: Public Works
Purchase Order:	Amount of Purchase: \$29,550.00
G/L Code:	

Equipment or items being purchased:		
This is for several different repairs that need to be made to the .500mgd Ground Storage Tank at the WTP.		
Names of companies contacted and their quotations:		
Company Name	Person Contacted	Amount
In Depth Services		\$29,550.00
CROM Water Solutions		\$39,000.46
<i>Southern Corrosion</i>		<i>No Bid</i>

Approval Requirements:		
Department Director		Date: <i>12-11-2025</i>
City Manager		Date:



In Depth Inc.

1473 Old Haw Creek Road
Bunnell, FL 32110
(386) 202-2771

City of Lake Alfred

Phone:

Contract # S - 0177

Attn: Mike Harrison
155 E Pomelo Street
Lake Alfred, FL 33850

Cell: 863-347-6798

Date: 12/1/2025

Email: WPLoad@mylakealfred.com

SERVICES FOR REPAIR OF D-WATERED STORAGE TANKS

Tanks	Tank Description	Additional Information	Scope of Work To Include
1	500KG GST 70' Diam x 17.4' SWD		<u>Services to be provided:</u> * Replace Exterior Screens: vent - primary & secondary screen, overflow screens and aerator screens * Repair Dome Access Hatch Concrete Curb

Mobilization Fee: \$4,000.00

Repair Labor Estimate : \$19,850.00

Material & Consumables Estimate :\$5,700.00

Proposal Total: \$29,550.00

Proposal total includes up to 4 days (consisting of 8-hour shifts) estimated to complete scope of work. Any additional time (hours) & materials will be prorated based on the rates listed in T&C.

Daily rate to be expected on 8hr. work day

The bid price listed above is valid for 90 days from date shown.

Proposals signed and returned to In Depth Inc. are valid for one year from date of acceptance.

NOTE: All reports will be signed and sealed by (PE) engineer.

In Depth Inc is a Certified DBE & MBE Florida Small Business

Terms & Conditions: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days. In Depth Inc. shall not be held liable for any such fees incurred as a result of payments made by credit card or other forms of electronic payment. The total amount due for services or products rendered does not include any processing fees charged by third-party providers, and such fees may be added to the Client's total invoice amount or deducted from the payment received.

This contract is based on a unit price which includes one time mobilization to and from the project site, set-up and breakdown of equipment, preparation for dive and diving services. Diving services will include all work or services specified within this proposals "scope of work". Video documentation or written report maybe provided as an additional cost if not already included in proposed scope of work. All Inspection reports and project data will be emailed or shared electronically. If physical copy of records or reports are required, additional surcharge fee of \$50.00 per report or USB will be applied to final invoice.

If additional services or repairs are required, the client will need to provided written request for services. This includes any services not already specified in the proposed scope of work, such as; removal of sediment with abnormal consistency (clay, calcium, lime, rocks, pebbles, mud, etc.), excess amount of sediment removal (exceeding 2 inches from floor), wall or vertical surface cleaning, or any miscellaneous repairs / services not already included. Any additional services will be performed at the rate of \$615.00 per hour, plus the cost of any material needed. This rate will also apply to any additional working hours on-site that exceed the 8hr proposed working day or daily rate. If the specified scope of work is required to be performed on a weekend and/or Holiday, an additional \$850.00 surcharge will be applied per day.

In Depth Inc. will provide all personnel and equipment necessary to perform diving services in the above referenced tank(s) or reservoir(s). We will provide your utility with a written report as well as a narrated color video for the services performed. The tank(s) or reservoir(s) will be cleaned and inspected and meet the requirements according to FL DEP Rule 62-555.350, American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- All divers employed by In Depth Inc. are certified Commercial Divers.
- In Depth Inc. is fully bondable and insured.
- In Depth Inc. is a Certified DBE & MBE Florida Small Business
- All equipment entering the tanks will be disinfected with a minimum of 200 ppm Chlorine.
- Schedule dates are tentative and are subject to change.
- In Depth Inc reserves the right to sub-contract any or all of these services out to another contractor of choice.
- If In Depth Inc. dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel on-site, inability to access designated work site, low water level, etc.) a down-time charge of \$615.00 per hour will be charged.
- A fee based on \$615.00 per hour will be charged if we are unable to get our truck and trailer to a tank location. We will use portable dive gear and cleaning equipment to complete the job. Please understand that use of utility vehicles or equipment may be necessary to get our equipment to a tank.
- In Depth Inc. makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.
- With client's approval they grant In Depth Inc a non-exclusive, royalty-free license to use any images or likenesses of the Client captured during the service that In Depth Inc provides for promotional and marketing purposes, including but not limited to, use on websites, social media platforms, and email campaigns. Furthermore, the Client consents to being added to In Depth Inc's mailing list to receive promotional communications and updates, in accordance with applicable data privacy regulations unless written non-consent is provided
- Provision for Other Agencies - Unless otherwise stipulated by In Depth Inc, In Depth Inc., agrees to make available to all Government agencies, departments, and municipalities the quoted prices submitted in accordance with said maintenance contract terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state agencies, legislative and judicial branches, political subdivisions (counties, district school boards, colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. The client binding this contract shall not be liable for the obligations of another agency which uses this maintenance contract under this provision.

Sue Couslin, Regional Account Manager

Date: ____/____/____

Approval initial: ____

To accept, please sign and date proposal, then scan and Email both pages to: sue@indepthservicesinc.com

Printed Name and Title

Date

Signature

Completion Date – With acceptance this work will be completed at a mutually acceptable date within one year. If the budgeted funds for this work has to be used by a specific date, please indicate the date here: ____/____/____

Important Information: Please Read and Show Acceptance

Water Level and Accessibility - Please initial below that you have been advised, and understand, the entry point must be at least 24" in diameter and all structures must be filled to their maximum level prior to the dive teams' arrival. A \$2,000.00 cancellation trip charge will be levied if the team is unable to work due to lowwater level or any access issues what so ever, including; inaccessible roadways, access hatch size to small, high radio/antenna frequency levels, or unsafe / inaccessible ladders.

Utility Representative Initial Here _____

Structure Information – Please initial below to verify the type of structure, dimensions or information listed in the proposal is accurate. If the structure dimensions or information is not accurate as listed then additional costs may be added.

Utility Representative Initial Here _____

Additional Work Authorization – Please initial below to approve and accept the option for any additional repairs related to sanitary or security needs that may be identified or discovered while employees are on site. By initialing this statement, you will approve any work that falls within these parameters, not to exceed a daily limit of \$1,000.00.

Utility Representative Initial Here _____

November 13, 2025

PROPOSAL 20250679

REPAIRS 500,000 GALLON STORAGE TANK LAKE ALFRED, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repair of the prestressed concrete tank in accordance with applicable portions of the plans and specifications dated NA, for **City of Lake Alfred 155 East Pomelo St. Lake Alfred, Florida 33850**. The work will be completed in accordance with applicable codes and standards including OSHA, AWWA, AMPP, ICRI, ACI and standard prestressed concrete tank design. Any work not specifically detailed in Section 1 of this proposal shall be provided by others.

1. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish supervision, labor, material, and equipment required to complete the work, except as noted in Section 2. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the readily accessible portions of the following tank unless specified differently below:

- 500,000 Gallon Ground Storage Tank - Lake Alfred WTP
70'-0" ID x 17'-4" SWD
(CROM Job No. 1977-M-037)
 - a. Mobilization.
 - b. Selective demolition of dome access hatch curb to sound concrete, repair/replace reinforcing steel within curb (**up to existing concrete curb dimensions**), form and install one-component, cementitious, pumpable and pourable concrete mix to restore dome access hatch curb profile. Fabricate and install new dome access hatch including new hardware on restored dome access hatch curb.
 - c. Repair exposed reinforcement unlocalized throughout the exterior dome and rehab areas of spalls on precast concrete overflows, up to 5 square feet at an assumed depth of 1-inch.
 - d. Rescreen four overflows, two center vents and the aerator.

2. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free and uninterrupted access to the structure(s) for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. It is imperative that hatch covers are not installed prior to the completion of CCR's scope of work to allow for maximum hatch opening. The Client will notify any and all processors of the project site that the Client has granted

LOCATIONS

GAINESVILLE, FL | HEADQUARTERS

AUSTIN, TX | CHATTANOOGA, TN | FT. MYERS, FL | RALEIGH, NC | W. PALM BEACH, FL

WWW.CROMCORP.COM

CCR free and uninterrupted access to the site. CCR shall be responsible for site cleanup and repair of damages caused by CCR or its subcontractors.

- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim.
- c. A continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the CCR crew within 100 feet of each tank/structure site. (Note: If the scope includes using our UHP equipment please specify the minimum flow rate required of potable water to efficiently operate the UHP pumps and equipment. Minimum of 50 gpm.)
- d. A continuous supply of electricity during the period of work: one 50-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank/structure. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount. If scope of work includes ultra-high pressure water blasting, 20-AMP, 480-volt services is required.
- e. Any permit or other fees from any AHJ, as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.
- g. Sanitary facilities, including dedicated hand washing station per OSHA and ANSI standards, for the CCR crew for the duration of the project.
- h. Drainage and disposal of the tank's contents.
- i. Refilling, disinfecting, bacteriological sampling, and testing of the tank's contents.
- j. Cleaning the interior and exterior of the tank and accessories.
- k. Complete lock-out and tag-out of the subject tank prior to personnel entering each tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the tank is rendered "safe" before CCR performs air quality testing to enter each tank.
- l. All professional engineering design services.
- m. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

- n. Confined space compliance including hole watch, ventilation, retrieval system, and safe and clear access to the work area compliant to all local, state, and federal regulations for the duration of our work.
- o. Proper environmental conditions including ambient temperature, moisture control and curing conditions.
- p. Adhesion testing as required by the specifications.
- q. Hazardous material removal and disposal as required by the specifications.

3. SCHEDULE, COMMENCEMENT, AND DELAYS

This quotation is valid for 90 days (Note: duration per project documents, if none, enter 30 days). Should this quotation expire, a new quotation will be required to reflect updated pricing due to market changes.

CCR will be prepared to start work on or before December 8, 2025, the Anticipated Construction Start Date, and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work with the durations noted below:

(Tank 1: 5 Days)

4. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Mobilization	\$4,850.00
Repair Hatch Curb	\$16,700.46
Repair Dome and Overflow Spalls	\$4,250.00
Rescreen Overflows, Vents, and Aerator	<u>\$13,200.00</u>
Total	\$39,000.46

CROM's proposal is predicated on the site being available to us Monday - Friday, 10 hours a day. If the site restrictions do not allow for this, then our price will be renegotiated.

This Proposal does not include an allowance for prevailing wage rates.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is not included in our price. Please add \$9.00 per \$1,000 of contract value.

A surcharge of 4% will be added to all credit card payments.

10% of the contract price will be invoiced upon submittal for approval of detailed design, structural calculations, and signed and sealed shop drawings submittals.

5. ACCEPTANCE

This proposal is offered for your acceptance within **90 days** (Note: same duration from Section 3, paragraph 1) from the bid/proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal, and incorporated terms and conditions, with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal and incorporated terms and conditions shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Cameron Kenyon
Business Development Manager



Brett Bohannon
Region Lead

/bfb.lv

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during the performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification/coating of the aforementioned structure(s), including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed, and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. INSURANCE

CCR represents and warrants that it and its agents, staff, and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies, which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Within the limits and conditions of such insurance, CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff, and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

3. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

4. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

5. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal, including other contractors or parties working on the project, or, if necessary, a surety of CCR.

6. LABOR

If CCR is required to employ persons of an affiliation desirable to the Client, or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the scope of work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment, or permit-required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

This proposal is predicated on open-shop labor conditions, using our own personnel.

7. SCHEDULE, COMMENCEMENT, AND DELAYS

If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date our contract price will increase \$200.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

Schedule changes not caused by CCR, including but not limited to delays to the Anticipated Construction Start Date, additional mobilizations and demobilizations not included in the original price, and other delays that impact CCR and cause actual additional costs shall be equitably compensated via change order procedures for time and price.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed \$200.00/manhour until the crew is able to resume work on the project. Any additional remobilizations will be reimbursed to CCR.

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

8. PAYMENTS

Periodic and final payment, including any retention, shall be made within net 30 days of sufficient invoice from the date our work is completed, or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third-party contracts and billing management services, or use of any software, as may be required by the Client or Owner, will be added to the Contract Price by change order. Final payment

shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 30 days after such payment is due as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

A surcharge of 4% will be added to all credit card payments.

10% of the contract price will be invoiced upon submittal for approval of detailed design, structural calculations, and signed and sealed shop drawings submittals.

9. DISPUTE RESOLUTION

In the event of a controversy or claim related to this Proposal, then the Parties will engage in high-level management discussions within five (5) days of written notice to the other Party. If the issues remain unresolved, then the Parties will engage in Mediation per AAA Construction Industry Mediation Rules in the State of the place of the Project, unless an alternative location is agreed upon by the Parties in writing. The mediation shall be convened within thirty (30) days of a Party's mediation request. Each Party shall be responsible for their own attorneys' fees for the mediation; and the mediator costs shall be shared equally by the Parties. If the matter still remains unsettled after submission to mediation, the Parties may engage in litigation in the state or federal court having jurisdiction in the location of the Project, and the laws of State of the Place of the Project shall control jurisdiction, unless otherwise agreed to by the Parties in writing. The Prevailing Party shall be entitled to reasonable attorneys' fees and costs from the Non-Prevailing Party, upon an award of the Court.

10. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank(s)/structure(s) or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special, or delay damages, or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent, or concealed conditions which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

11. TERMINATION

This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before the expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records, and reports if necessary.

12. WARRANTY

CCR will warranty its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk-through with the responsible party overseeing our work for the Client. The warranty will begin on the date of the final walk-through, date of signed certificate of completion, or date of CROM's final invoice, whichever occurs first. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's warranty is limited to defects in CCR's workmanship and materials, excluding active leak repairs, inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear, or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

**LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026**

4.) City Admin Expansion: Furniture Purchase

Attachments: Quotes

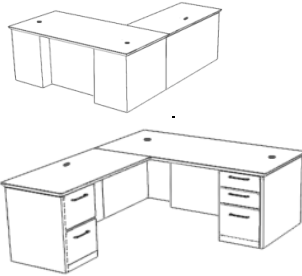
Analysis: The City of Lake Alfred's Finance and Community Development Departments will soon be relocating to the former bank building. The new facility will need to be furnished with new desks, chairs, credenzas, filing cabinets, lobby seating, and a conference room table. Historically, the City of Lake Alfred has worked with Office Furniture Depot because they can provide furniture at the State Contracted price. The City obtained four quotes for different combinations of furniture quality.

1. Option 2 – Laminate	\$ 97,744.86
2. Option 4 – Laminate/Veneer	\$102,809.22
3. Option 3 – Veneer/Laminate	\$129,379.12
4. Option 1 – Veneer	\$181,052.70

The staff recommends approval to purchase Laminate/Veneer Option 4 for \$102,809.22. This option offers the most cost-effective purchase while preserving the conference room table's durability and aesthetic by upgrading it to Veneer.

Option 2

Laminate

Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 138 - SHAWN (CD ADMIN)						
1	Z3066F3R AG1 AG3 Z24482L	Executive L-Desk Left Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x48 Return with File/File • Grommet Center	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,652.32	\$1,652.32
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00

50% DEPOSIT REQUIRED TO PLACE ORDER. Remaining balance due as product is delivered.
ALL ITEMS are subject to a 30% Restocking Fee. Delivery to be made during normal business hours. Elevator accessible.
ACH TRANSFER, CHECK, and ALL MAJOR CREDIT CARDS ACCEPTED. Credit card payments will be assessed a 3% Convenience Fee on all orders over \$5,000.00.

Subtotal	\$86,062.86
Est. Factory Freight	\$1,685.00
Fuel Surcharge	N/A
Delivery & Setup (no stairs)	\$9,997.00
Subtotal II	\$97,744.86
Polk Co. Tax	Exempt
Total	\$97,744.86

Accepted and Approved By: _____

Date: _____

Thank you,
Ashley Jones

Our Low Price Guarantee

For every product we sell, we guarantee to beat by 5% any price in writing from a local store, stocking the same item.

December 22, 2025

FL State Contract 56120000-24-NY-ACS

City of Lake Alfred
Attn: Clifton Bernard
155 E. Pomelo Street
Lake Alfred, FL 33850
Ph: 298-5458
Em: Cbernard@mylakealfred.com

Delivery Address:
155 E. Pomelo Street
Lake Alfred, FL 33850

OPTION 4

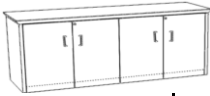
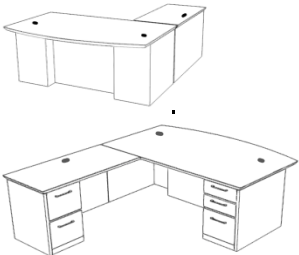
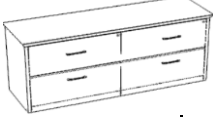
Laminate with
Veneer Conf.

Reference:
Bank Building

Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
LOBBY						
2	CP AS3 SN1 BS1 SV1 LS12 FCW4 VG2 P1	Lobby Guest Chair Full Valance Curved Arms Square Back List: \$2,556.	Vinyl: Element/Onyx Wood Tapered Legs: Espresso		\$1,022.40	\$2,044.80
1	GRBTP22 GRB22H21	22" dia. End Table 21"h Disc Base	Laminate: Walnut Heights Base: Black Metal		\$587.88	\$587.88
5	UP52	Drafting Stool with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$749.00	\$3,745.00
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
1	9221	36"h Cubbie/Paper Sorter	Black Metal		\$649.00	\$649.00

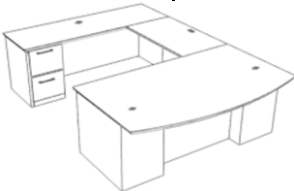
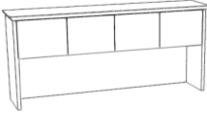
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from a local store, stocking the same item.

Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
CONFERENCE ROOM						
1	BO19254K TD22 x 3	16' Conference Table • Boat Shape • (3) Drum Bases	Veneer: Latte Walnut Edge: Knife		\$9,690.36	\$9,690.36
14	3992	Conference Chairs	Luxhide: TBD		\$691.38	\$9,679.32
1	Z2472SCSC	Storage Credenza • 24"d x 72"w	Laminate: Walnut Heights Handles: TBD Edge: A3 Std.		\$1,104.46	\$1,104.46
OFFICE 109 - DIRECTOR						
1	Z4272FB3R AG1 AG3 Z24482L	Executive Bowfront L-Desk Left Return 36/42 x 72 Desk w/ Box/Box/File • Grommet Right/Left 24x48 Return w/ File/File • Grommet Center - Std.	Laminate: Walnut Heights Handles: TBD Edge: A3 Std.		\$1,789.40	\$1,789.40
1	Z2472LF2	Double Lateral Credenza	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,273.74	\$1,273.74
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00

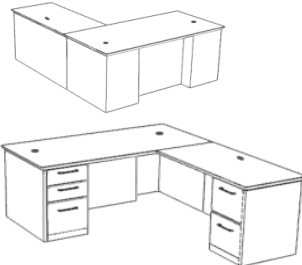
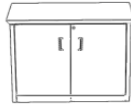
Our Low Price Guarantee

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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 112 - CITY PLANNER						
1	Z4272FB3R AG1 AG3 Z2442FB Z2472CS2L	Executive Bowfront U-Desk Left Return 36/42x72 Desk w/ Box/Box/File • Grommet Right/Left 24x42 Bridge • Grommet Center - STD 24x72 Credenza w/ File/File • Grommet Center - STD	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$2,231.00	\$2,231.00
1	Z71S36H	72"w Hutch with Doors	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$782.92	\$782.92
1	4998 (x2) 4979	10-Drawer Plan File • for 36" x 48" Plans • holds 1000 plans • Includes Base	Black Metal		\$5,699.00	\$5,699.00
1	Z36L2E	2-Dr. Lateral File	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$884.58	\$884.58
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00
BREAKROOM 114						
1		48" x 48" Bar Height Table			NOT AVAILABLE	
6		Bar Height Chairs			NOT AVAILABLE	

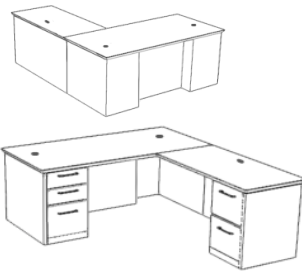
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 116 - LUZ						
1	Z3066F3L AG1 AG3 Z24482R	Executive L-Desk Right Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x48 Return with File/File • Grommet Center Std	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,652.32	\$1,652.32
2	9330P-3F1H	3-Dr. 30"w Lateral File	Black Metal		\$580.98	\$1,161.96
1	Z36L2SH	2-Door Storage Cabinet • Matches Desk	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$639.40	\$639.40
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
1	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$369.00

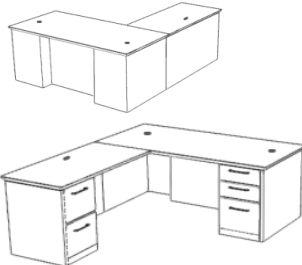
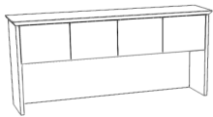
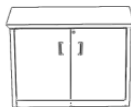
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
STORAGE - 120						
1	LLR61622	18"d x 48"w x 72"w Shelving • Plywood Shelves	Black Frame		\$329.00	\$329.00
OFFICE 121 - JUSTINE AND AIDEN						
2	<u>Right:</u> Z3066F3L AG1 AG3 Z2442NHR Z15L2ES <u>Left:</u> Z3066F3R AG1 AG3 Z2442NHR Z15L2ES	Executive L-Desk • (1) Right; (1) Left 30x66 Desk with Box/Box/File • Grommet Right/Left 24x42 Return with File/File • Grommet Center Std.	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,715.34	\$3,430.68
2	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$1,118.00

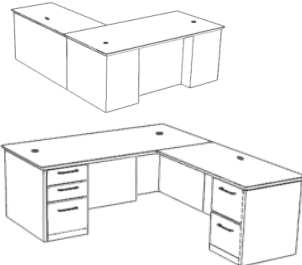
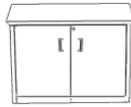
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 122 - AP						
1	Z3066F3R AG1 AG3 Z2442NHR Z15L2ES	Executive L-Desk Left Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x42 Return with File/File • Grommet Center Std.	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,715.34	\$1,715.34
1	Z71S36H	72"w Hutch with Doors	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$782.92	\$782.92
1	9342P-5F1H	5-Dr. 42"w Lateral File	Black Metal		\$1,146.78	\$1,146.78
1	Z36L2SH	2-Door Storage Cabinet • Matches Desk	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$639.40	\$639.40
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00

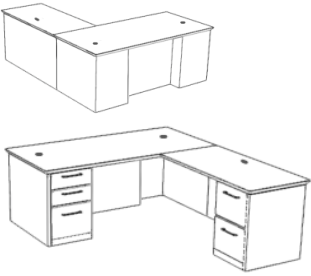
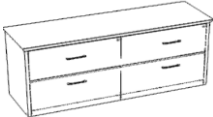
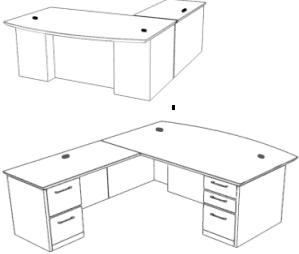
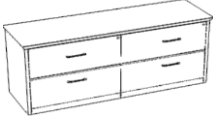
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 123 - PAYROLL						
1	Z3066F3L AG1 AG3 Z2442NHR Z15L2ES	Executive L-Desk Right Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x42 Return with File/File • Grommet Center	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,715.34	\$1,715.34
1	Z71S36H	72"w Hutch with Doors	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$782.92	\$782.92
1	9342P-5F1H	5-Dr. 42"w Lateral File	Black Metal		\$1,146.78	\$1,146.78
1	Z36L2SH	2-Door Storage Cabinet • Matches Desk	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$639.40	\$639.40
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00

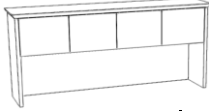
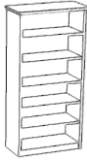
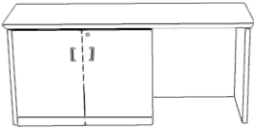
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 127 - WILLIAM						
1	Z3066F3L AG1 AG3 Z24482R	Executive L-Desk Right Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x48 Return with File/File • Grommet Center Std	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,652.32	\$1,652.32
1	Z2472LF2	Double Lateral Credenza	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,273.74	\$1,273.74
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00
OFFICE 128 - AMBER (DIRECTOR)						
1	Z4272FB3R AG1 AG3 Z24482L	Executive Bowfront L-Desk Left Return 36/42 x 72 Desk w/ Box/Box/File • Grommet Right/Left 24x48 Return w/ File/File • Grommet Center - Std.	Laminate: Walnut Heights Handles: TBD Edge: A3 Std.		\$1,789.40	\$1,789.40
1	Z2472LF2	Double Lateral Credenza	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,273.74	\$1,273.74

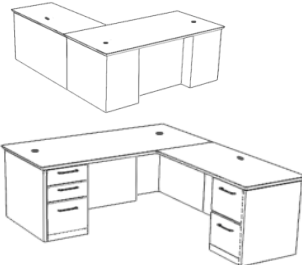
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
1	Z71S36H	72"w Hutch with Doors	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$782.92	\$782.92
1	Z30S6SHN	72" Open Bookcase • 30"w	Laminate: Walnut Heights Edge: A3 Std		\$594.32	\$594.32
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00
OFFICE 134 - COPY ROOM						
1	Z2460T Z36L2SHS	24"d x 60"w Storage Credenza • Includes (1) 2-Door Storage	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$892.40	\$892.40

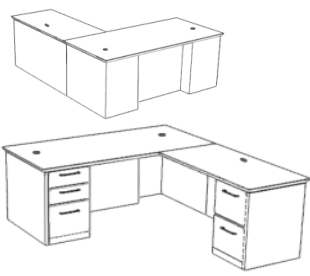
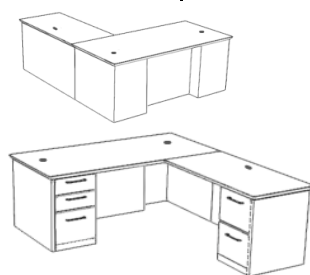
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 135 - EXPANSION OFFICE						
2	Right: Z3066F3L AG1 AG3 Z2442NHR Z15L2ES <u>Left:</u> Z3066F3R AG1 AG3 Z2442NHR Z15L2ES	Executive L-Desk • (1) Right; (1) Left 30x66 Desk with Box/Box/File • Grommet Right/Left 24x42 Return with File/File • Grommet Center Std.	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,715.34	\$3,430.68
2	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$1,118.00
2	Z36L2E	2-Dr. Lateral File	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$884.58	\$1,769.16

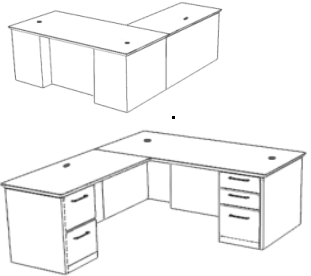
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Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 136 - CARL (CODE ENFORCEMENT)						
1	Z3066F3L AG1 AG3 Z24482R	Executive L-Desk Right Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x48 Return with File/File • Grommet Center Std	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,652.32	\$1,652.32
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00
OFFICE 137 - MICKEY & TIMMY (BLDG. OFFICIAL & INSPECTOR)						
2	<u>Right:</u> Z2466CS4L AG1 AG3 Z2442NHR Z15L2ES <u>Left:</u> A2466CS4R AG1 AG3 Z2442NHR Z15L2ES	Executive L-Desk (1) Right; (1) Left 24x66 Desk with Box/Box/File • Grommet Right/Left 24x42 Return with File/File • Grommet Center Std. <i>*May need to adjust layout. Measured 11' on wall - these desks take up exactly 11'. Depends on 1/4" difference.</i>	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,591.60	\$3,183.20
2	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$1,118.00

Our Low Price Guarantee

For every product we sell, we guarantee to beat by 5% any price in writing from a local store, stocking the same item.

Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 138 - SHAWN (CD ADMIN)						
1	Z3066F3R AG1 AG3 Z24482L	Executive L-Desk Left Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x48 Return with File/File • Grommet Center	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,652.32	\$1,652.32
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00

50% DEPOSIT REQUIRED TO PLACE ORDER. Remaining balance due as product is delivered.
ALL ITEMS are subject to a 30% Restocking Fee. Delivery to be made during normal business hours. Elevator accessible.
ACH TRANSFER, CHECK, and ALL MAJOR CREDIT CARDS ACCEPTED. Credit card payments will be assessed a 3% Convenience Fee on all orders over \$5,000.00.

Subtotal	\$91,107.22
Est. Factory Freight	\$1,705.00
Fuel Surcharge	N/A
Delivery & Setup (no stairs)	\$9,997.00
Subtotal II	\$102,809.22
Polk Co. Tax	Exempt
Total	\$102,809.22

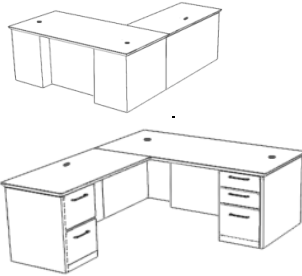
Accepted and Approved By: _____

Date: _____

Thank you,
Ashley Jones

Our Low Price Guarantee

For every product we sell, we guarantee to beat by 5% any price in writing from a local store, stocking the same item.

Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 138 - SHAWN (CD ADMIN)						
1	Z3066F3R AG1 AG3 Z24482L	Executive L-Desk Left Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x48 Return with File/File • Grommet Center	Laminate: Walnut Heights Handles: TBD Edge: A3 Std		\$1,652.32	\$1,652.32
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00

50% DEPOSIT REQUIRED TO PLACE ORDER. Remaining balance due as product is delivered.
ALL ITEMS are subject to a 30% Restocking Fee. Delivery to be made during normal business hours. Elevator accessible.
ACH TRANSFER, CHECK, and ALL MAJOR CREDIT CARDS ACCEPTED. Credit card payments will be assessed a 3% Convenience Fee on all orders over \$5,000.00.

Subtotal	\$117,587.12
Est. Factory Freight	\$1,795.00
Fuel Surcharge	N/A
Delivery & Setup (no stairs)	\$9,997.00
Subtotal II	\$129,379.12
Polk Co. Tax	Exempt
Total	\$129,379.12

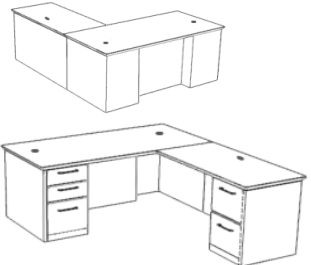
Accepted and Approved By: _____

Date: _____

Thank you,
Ashley Jones

Our Low Price Guarantee

For every product we sell, we guarantee to beat by 5% any price in writing from a local store, stocking the same item.

Qty	Model #	Description	Fabric/Finish	Image (for style only)	Unit Price	Ext. Amt.
OFFICE 138 - SHAWN (CD ADMIN)						
1	KISR6630D GM5TL GM5TR KERL4822C G GM5TC	Executive L-Desk Left Return 30x66 Desk with Box/Box/File • Grommet Right/Left 24x48 Return with File/File • Grommet Center	Veneer: Latte Walnut Handles: TBD Edge: Knife		\$4,956.50	\$4,956.50
1	UP13	Task Chair with Arms • Adjustable Lumbar • Swivel Tilt	Mesh: Raven Fabric Seat: Black Frame: Black		\$559.00	\$559.00
2	NAP-97	Guest Chair w/ Arms	Frame: Espresso Vinyl: Black		\$369.00	\$738.00

50% DEPOSIT REQUIRED TO PLACE ORDER. Remaining balance due as product is delivered.
ALL ITEMS are subject to a 30% Restocking Fee. Delivery to be made during normal business hours. Elevator accessible.
ACH TRANSFER, CHECK, and ALL MAJOR CREDIT CARDS ACCEPTED. Credit card payments will be assessed a 3% Convenience Fee on all orders over \$5,000.00.

Subtotal	\$168,864.70
Est. Factory Freight	\$2,191.00
Fuel Surcharge	N/A
Delivery & Setup (no stairs)	\$9,997.00
Subtotal II	\$181,052.70
Polk Co. Tax	Exempt
Total	\$181,052.70

Accepted and Approved By: _____

Date: _____

Thank you,
Ashley Jones

Our Low Price Guarantee

For every product we sell, we guarantee to beat by 5% any price in writing from a local store, stocking the same item.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

5.) Board Appointment

Attachments: Board Application

Analysis: The City maintains various boards that are essential to and benefit the City, including the Retirement, Planning and Zoning, and Parks & Recreation boards. Most members are appointed and approved by the City Commission. All board members under consideration for appointment or re-appointment have been contacted and have agreed to serve.

Parks and Recreation – 3 Year Term

The City has received an application to fill a vacancy from the resignation of Aaron Nangle, who was appointed to the Planning and Zoning Board on 12/1/2025.

- Aaron Nangle, Alternate No. 1 (resigned effective on 12/08/25) 12/31/2027
 * Will leave a vacancy in this position
- Mario Aguirre, Jr., Alternate No. 2 member (new) 12/31/2028

Staff Recommendation: Approval of the Consent Agenda.



**CITY OF LAKE ALFRED
BOARD / COMMITTEE MEMBER APPLICATION FORM**

☒ New Application

☐ Updated Information

☐ Planning and Zoning Board

☐ General Employee Retirement Board

☒ Parks and Recreation Board

☐ Police and Fire Retirement Board

Applicants Information:

First Name: Mario

Last Name: Aguirre Jr

Address: 535 Sellars Dr. Lake Alfred, Florida

Cell Phone: (407) 259-9873

Alternate Phone: _____

Email Address: marioaguirre613@gmail.com

Please list your education and employment experience and how it could relate to the board appointment.

Graduated with a Bachelor's in Aerospace Administration from Polk State College. Currently
Enrolled at University of South Florida's Master's in Public Administration program. Also
Currently working for the City of Winter Haven Regional Airport. My education and work
experience have made me civically engaged and inspired to serve as a public servant.
Please explain any community volunteer experience.

I have volunteered at the Sun 'n Fun Air Show for 5 years. I served in student leadership
positions at Polk State College for several years and am now the Vice President of the USF
International City/County Management Association (ICMA) Student Chapter.

Please briefly explain your interest and reasons for applying to be appointed to this board.

My experiences above have familiarized me with public service and taught me invaluable
skills that could benefit the Board. Furthermore, as a long time native of Lake Alfred,
my brother and I have enjoyed taking strolls through the city's parks. I would love to do my
part in helping the Parks and Recreation Board maintain the places we admire as a city!

PLEASE NOTE: This application will expire two (2) years after the date of submittal.

Please return the completed form to:
Linda Bourgeois, City Clerk, 155 E. Pomelo Street, Lake Alfred, FL 33850

SIGNATURE OF APPLICANT:  Date 11/14/25

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

1.) Public Hearing: Ordinance 1570-25: Election Dates

Issue: The City of Lake Alfred will consider an ordinance to move the election dates from April to November in odd-numbered years.

Attachments:

- Ordinance 1570-25 with exhibit "A"

Analysis: On November 17, 2025, the City Commission provided a consensus to bring back an ordinance for consideration to move the April elections to November in the odd-numbered years. The ordinance was approved on first reading on December 1, 2025, by the City Commission on a 4:1 vote. The Supervisor of Elections Office requested the date change.

Across Polk County, four municipalities have biennial elections to reduce costs and increase voter engagement. The City of Lake Alfred has had an average voter turnout of 12% for the last two elections, compared to 18% in the biennial elections. Cities with biennial elections include Lakeland, Auburndale, Fort Meade, and Winter Haven.

If approved, the seated City Commissioners will have their terms adjusted to align with the 2027 November Municipal Election cycle. One Commissioner would be extended for approximately 18 months, while the remaining seats would be extended for approximately 7 months. The city staff anticipates a special election in April of 2027 to address the City Commission's request for a Charter Referendum to establish voting by seats.

The proposed ordinance passed on first reading 4-1 and is being presented for second and final reading.

Staff Recommendation: Pleasure of the City Commission.

ORDINANCE NO. 1570-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA AMENDING SECTION 4.05(a) AND (d) ELECTIONS, AND SECTIONS 2.05(c) AND 2.07 WHICH ARE RELATED ELECTION CROSS REFERENCES IN THE CHARTER OF THE CITY OF LAKE ALFRED, FLORIDA, REGARDING ELECTIONS TO CHANGE THE DATE AND YEAR FOR THE ELECTION OF CITY COMMISSIONERS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER, IN ODD-NUMBERED YEARS COMMENCING IN NOVEMBER, 2027 AND ALLOWING FOR EXTENSION IN TERMS OF CITY COMMISSIONERS IN OFFICE AT THE TIME OF THE ADOPTION OF THIS ORDINANCE AS A RESULT OF THE CHANGE IN THE DATE AND YEAR OF REGULAR MUNICIPAL ELECTIONS WITHIN THE CITY OF LAKE ALFRED; ESTABLISHING THE 2027 ELECTION DATE AND ELECTION DATES THEREAFTER FOR THE CITY OF LAKE ALFRED REGULAR MUNICIPAL ELECTIONS; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

WHEREAS, the City of Lake Alfred (the "City") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the City is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, as provided in *Section 166.021(3), Florida Statutes (2024)*, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the Polk County Supervisor of Elections has proposed and/or offered the opportunity for all municipal elections within Polk County, Florida, to be held on the first Tuesday after the first Monday in November of odd-numbered years; and

WHEREAS, the first Tuesday after the first Monday in November has traditionally been associated with elections at the State and National levels; and

WHEREAS, four (4) municipalities within Polk County, Florida, two (2) of which are the largest municipalities within Polk County, Florida, already conduct and hold their

regular municipal elections on the first Tuesday after the first Monday in November of odd-numbered years; and

WHEREAS, the City Commission has determined that it desires for the Supervisor of Elections to continue to handle all of its elections and has further determined that its elections can conveniently be held in November of every odd-numbered year, which allows the City to conserve costs potentially and may encourage a larger voter turnout; and

WHEREAS, on April 10, 1994, the Florida Attorney General issued *Attorney General Opinion 94-31* concluding that a municipal corporation could not amend its charter by ordinance to provide for a change in the date on which municipal elections would occur and, as a result of the same, extend the terms of the sitting officers affected by the change; and

WHEREAS, in or about 1995, in response to *Florida Attorney General Advisory Legal Opinion 94-31*, the Florida Legislature introduced *Chapter 95-178, Laws of Florida*, which amended *Section 166.021 of the Florida Statutes* to provide, in pertinent part, as follows:

[N]othing in this act shall be construed to permit any changes in a special law or municipal charter which affect ... the terms of elected officers and the manner of their election **except for the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates**, ... without approval by referendum of the electors as provided in s. 166.031....

WHEREAS, *Chapter 95-178, Laws of Florida*, also created *Section 100.3605 of the Florida Statutes* which provides, in pertinent part, as follows:

The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.

WHEREAS, *Florida Attorney General Advisory Legal Opinion(s) 2000-61 and 2003-52* interpret *Section 100.3605(2), Florida Statutes*, and conclude that the legislative intent of this statutory provision indicates that municipalities are authorized to amend their Charters to change the election dates and qualifying periods for candidates, including any changes in terms of office necessitated by such amendment, without a referendum; and

WHEREAS, *Section 100.3605(2), Florida Statutes (2025)*, allows the governing body of a municipality **by ordinance** to change the dates for qualifying and for the election of members of the governing body of the municipality; and

WHEREAS, for purposes of this **Ordinance No. 1570-25**, the City Commission has determined that the said change of date of and/or for the City of Lake Alfred's elections necessitates a change in the dates for seating of newly-elected commissioners and an extension of the terms for City Commissioners in

office at the time this **Ordinance No. 1570-25** is passed and duly adopted; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida, finds that the approval and adoption of this **Ordinance No. 1570-25** is intended to enhance the present advantages that exist within the corporate limits of the City of Lake Alfred, Florida; is consistent with the public interest; and this **Ordinance No. 1570-25** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the City of Lake Alfred, Florida.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE ALFRED, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 1570-25**, and the City Commission of the City of Lake Alfred, Florida (the "City Commission"), hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 1570-25**.

Section 2. Amendments to the Charter of the City of Lake Alfred.

The *Charter of the City of Lake Alfred, Florida* (the "Charter") is amended as set forth in **Exhibit "A"** (the "Amendments"), a copy of which is attached hereto and incorporated herein by reference, to amend *Section 4.05(a) and (d) Elections of the City's Charter and Sections 2.05 and 2.07(c) of the City's Charter which are related elections provisions* in order to effectuate the change in and/or for the date of the City's regular municipal elections, extending term(s) of seated City elected officials which is necessitated by such change in the election date, and other minor editorial revision(s) related thereto.

The terms of all City Commissioners serving on the effective date of this **Ordinance No. 1570-25**, are hereby extended to the dates their successors are elected and seated according to the provisions hereof as necessitated by the change in the City of Lake Alfred municipal election date to the first Tuesday after the first Monday in November 2027, as provided for herein.

Section 3. Conflicts.

All ordinances or parts of ordinances in conflict with any of the provisions of this **Ordinance No. 1570-25** are hereby repealed to the extent necessary to give this **Ordinance No. 1570-25** full force and effect.

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the City Commission of the City of Lake Alfred, Florida, that sections of this **Ordinance No. 1570-25** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the *Charter and/or Code of Ordinances*, is accomplished, sections of this **Ordinance No. 1570-25** may be renumbered or re-lettered and the correction of

typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 5. Codification.

It is the intent of the City Commission that the provisions of **Exhibit 'A'** to this Ordinance shall be codified as and become and be made a part of the *City of Lake Alfred's Charter*. The Amendments set forth in **Exhibit "A"** attached to this **Ordinance No. 1570-25** may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 1570-25**.

Section 6. Severability.

The provisions of this **Ordinance No. 1570-25** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 1570-25**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The City Commission of the City of Lake Alfred, Florida, hereby declares that it would have passed this **Ordinance No. 1570-25**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 1570-25** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 1570-25** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 1570-25** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 1570-25**. The City of Lake Alfred, Florida, by and through its City Commission, hereby declares that it would have passed this **Ordinance No. 1570-25**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, was enacted and further amends Section 166.041(4), Florida Statutes, by amending the applicable exemptions from the *business impact estimate* requirement(s).

In this instance, this **Ordinance No. 1570-25** is enacted and necessary to maintain consistency with *Chapters 97-106, Florida Statutes*, which is titled and known

as the *Florida Election Code*. As such, pursuant to Section 166.041(4)(c)1, Florida Statutes (2024), **Ordinance No. 1570-25** is an ordinance required for compliance with federal or state law or regulation and likely does not require a *business impact estimate*.

Section 8. Effective Date.

This **Ordinance No. 1570-25** shall become effective immediately upon its passage and adoption.

Remainder of page intentionally blank

INTRODUCED AND PASSED on first reading and public hearing with a quorum present and voting at the meeting of the City of Lake Alfred City Commission duly assembled, held this 1st day of December 2025.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the City of Lake Alfred City Commission duly assembled on this 5th day of January 2026.

**CITY OF LAKE ALFRED
CITY COMMISSION**

C. Mac Fuller, Mayor

ATTEST:

Linda Bourgeois, BAS, MMC, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

EXHIBIT "A"
to Ordinance No. 1570-25

Deleted words are shown in ~~striketrough~~ and additions are shown in underline.

Section 2.05. Mayor [and vice-mayor].

The commission shall elect from among its members a mayor and vice-mayor. Election of the mayor and vice-mayor shall be done annually at the first regular meeting after the city election or if no city election is held at the first regular meeting in ~~May~~ December. The mayor shall: Preside at meetings of the commission, and shall be recognized as head of the city government for all ceremonial purposes, by the governor for purposes of military law; for service of process; execution of contracts, deeds and other documents, and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein. The vice-mayor shall act as mayor during the absence or disability of the mayor.

(Ord. No. 1303-12, § 1, 2-20-2012; Res. No. 19-20, § 1, 12-7-20)

Section 2.07. Vacancies; forfeiture of office; filling of vacancies.

- (a) *Vacancies.* The office of a commissioner shall become vacant upon their death, resignation, removal from office in any manner authorized by law or forfeiture of their office, such forfeiture to be declared by the remaining members of the commission.
- (b) *Forfeiture of office.* A commissioner shall forfeit their office if that commissioner:
 - (1) Lacks, at any time during their term of office, any qualification for the office prescribed by this Charter or by law; or
 - (2) Violates any standard of conduct or code of ethics established by law for public officials, such violation to be determined by remaining members of the commission.

A member charged with conduct constituting grounds for forfeiture of his or her office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the city at least one week in advance of the hearing.
- (c) *Filling of vacancies.* In the event the office of a city commissioner becomes vacant for any cause, the remaining members of the commission, by their majority vote, shall fill the vacancy by the appointment of any qualified person to the office to fill out the vacancy until the next regular city election or, provided there is no regular city election scheduled within the next twelve (12) months, until ~~the following April at which time~~ a special election ~~shall~~ may be held to fill the office.
- (d) *Extraordinary vacancies.* In the event that all members of the commission are removed by death, disability, or forfeiture of office, the governor shall appoint an interim commission that shall call a special election to be held within one hundred eighty (180) days following the occurrence of the vacancy. In the event that a primary election is necessary, it shall be scheduled two (2) weeks prior to the special election. At such special election, all five (5) commissioners shall be elected; the two (2) candidates receiving the greatest number of votes shall serve for terms of four (4) years; the two (2) candidates receiving the next highest number of votes shall serve for three (3) years; and the

candidate receiving the next highest number of votes shall serve for a term of two (2) years. Thereafter, all elections shall be for terms of four (4) years, to succeed the commissioners whose terms expire immediately following said election.

- (e) *Absences.* Absences from four (4) consecutive regular meetings of the commission shall operate to vacate the seat of a member, unless such absence is excused by the commission by resolution setting forth the facts of such excuse duly entered upon the journal.

(Ord. No. 967-00, § 5, 9-11-2000/10-17-2000; Ord. No. 1284-10, §§ 3, 5, 1-3-2011/4-5-2011; Ord. No. 1452-20, § 1(Exh. A), 1-4-2021/4-6-2021)

State law reference(s)—Vacancies, F.S. § 166.031(6).

Section 4.05. Elections.

- (a) *When held; transition schedule to four-year terms and November elections in odd-numbered years.* Regular city election shall be held on the first Tuesday after the first Monday in April ~~November~~ of each odd-numbered year. ~~Upon approval of this provision by the voters of the city in the 2009 city election, candidates~~ Candidates for commissioner elected at the city election shall serve a four-year term and ~~to seats 3 and 4 under the previous version of section 4.05(a) of this Charter shall fill seats 3 and 4 for a four year term to expire in 2013. At the 2010 city election, seat 5 shall be filled for a four year term to expire in 2014. At the 2011 city election, seats 1 and 2 shall be filled for a four year term to expire in 2015. Subsequently, seats~~ commission seats shall become vacant at four-year intervals. Commissioners occupying office at the time of approval of this provision ~~by the voters of the city~~ shall be entitled to continue in office until seats become vacant in accordance with this section as follows: seats 1, 2 and 5 shall be filled for a four-year term at the 2027 city election and seats 3 and 4 shall be filled for a four-year term at the 2029 city election.
- (b) *Number of votes.* Every voter shall be entitled to vote for as many candidates for the city commission as there are seats to be filled. Unless otherwise qualified as provided in this Charter, votes cast for a write-in candidate shall not be counted. Should the number of qualified candidates for the city commission at any election equal the number of seats to be filled at such election, such candidate or candidates shall be declared elected by a majority vote of the city commission.
- (c) *Plurality.* Candidates for commissioner receiving a plurality of the votes cast shall be declared elected until the number declared elected equals the number of commission places to be filled at the election. A candidate who receives a plurality of the votes cast is the candidate who receives the greatest number of votes. The terms for each commission place being filled at each election shall be filled such that the candidate receiving the largest number of votes regardless of whether the candidate was running for election based on an appointment arising as a result of a vacancy in office shall fill the longest term open for that election and so on until all commission places are filled. Provided further if there is no opposition for a particular commission place seat then the candidate who runs unopposed shall remain in the same commission place seat. All ties shall be decided by a drawing of lots in accordance with procedures established by Ordinance of the City Commission between the candidates who receive the same number of votes to determine which candidate is elected and the drawing of lots shall be under the direction of the election authorities.
- (d) *[Assuming office.]* All commissioners and officers elected under this charter shall assume their offices on the first regular commission meeting in ~~May~~ December following the election at which they shall be chosen.

(Ord. No. 562, § 1, 9-27-1979/10-16-1979; Ord. No. 776-96, § 1, 9-9-1996/10-15-1996; Ord No. 967-00, § 15, 9-11-2000/10-17-2000; Ord. No. 1025-02, § 1, 9-25-2002/11-5-2002; Ord. No. 1040-03, § 2, 9-2-2003; Ord. No. 1180-07, § 1, 1-16-2007; Ord. No. 1240-08, § 1, 10-20-2008/4-7-2009; Ord. No. 1342-14, § 3, 11-3-2014)

State law reference(s)—Conduct of municipal elections, F.S. § 100.3605.

Editor's note(s)—Ord. No. 1570-25 adopted January 5, 2026, editorially removed scheduling-related provisions in § 4.05(a) for the purpose of providing an orderly transition to elections in November of odd-numbered years. Provisions editorially removed related to the initial transition from three-year terms to four-year terms for city commissioners, which derived from Ordinance 1240-08 approved by the electorate on April 7.

City of Lake Alfred, Florida
Business Impact Estimate
§166.041(4), Fla. Stat. (2024)

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *City of Lake Alfred Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)¹* and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *City of Lake Alfred, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the City of Lake Alfred, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *City Commission of the City of Lake Alfred* determines may be useful.

If one (1) or more boxes are checked below, this means the *City of Lake Alfred* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *City of Lake Alfred* is,

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

Ordinance 1570-25 Elections

nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *City of Lake Alfred Ordinance No. 1570-25* (hereafter the “Ordinance”).

This BIE may be revised following its initial posting.

- ☐ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *City of Lake Alfred, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☐ The Ordinance is enacted to implement the following:
 - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
 - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
 - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
 - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
 - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *City of Lake Alfred* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This administrative ordinance the City’s Charter to move the City’s regular municipal election date from the first Tuesday in April in even and odd years to the first Tuesday after the first Monday in November of odd-numbered years, beginning in November 2027.

The purpose is to:

- Align municipal election dates with the standard election cycle used by other Florida municipalities to improve voter participation and election efficiency.
- Provide sufficient coordination time with the Polk County Supervisor of Elections; and

Ordinance 1570-25 Elections

- Reduce administrative costs associated with stand-alone municipal elections. It positively impacts the general welfare of the public.

The ordinance also allows for a temporary extension of current elected officials' terms in order to effectuate the orderly transition necessitated by the new election date schedule.

2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *City of Lake Alfred, Florida*, if any:

This ordinance pertains only to municipal election scheduling and does not impose any operational or financial requirements on private businesses.

Estimated Impact:

- Direct Costs to Businesses: \$0
- Indirect Costs to Businesses: \$0
- New Fees or Charges: None
- Compliance Requirements: None

No private businesses will be required to take any action, submit documentation, or alter operations as a result of this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed *City of Lake Alfred Ordinance No. 1570-25*:

Estimated number of impacted businesses: 0

There is no anticipated impact on any for-profit business operating within the City of Lake Alfred or its service area.

4. Additional information the *City Commission of the City of Lake Alfred* deems useful (if any):

The ordinance is administrative in nature. The proposed changes were made at the request of the Polk County Supervisor of Elections Office.

- Estimated Implementation Costs: Minimal staff time for public notice, coordination with the Supervisor of Elections, and codification (estimated under \$500).
- Estimated Revenue or Savings: Potential long-term cost savings through shared election services and improved scheduling efficiency.

The ordinance ensures compliance with applicable state election laws while improving accessibility and turnout in local elections. It has no bearing on private enterprise and is being enacted solely to improve administrative efficiency and voter engagement.

No new revenue, fees, or assessments will be generated.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

2.) Public Hearing: Ordinance 1571-25: Condominiums and Cooperative Associations

Issue: The City of Lake Alfred will consider an ordinance related to condominiums and cooperative associations.

Attachments:

- Ordinance 1571-25 with exhibit "A"

Analysis: Section 553.889(11), Florida Statutes, establishes a new statutory requirement for every municipal governing body in Florida, including the City of Lake Alfred, to adopt a local ordinance implementing mandated repair timelines for certain residential buildings that undergo mandatory structural inspections by January 1, 2026.

This legislation strengthens statewide building safety protocols by ensuring that when substantial structural deterioration is identified through a phase two inspection report, corrective actions are initiated promptly to protect residents, property, and public safety.

Condominium associations, cooperative associations, and any other owners of buildings subject to Section 553.889, Florida Statutes, including multifamily residential buildings of three stories or more that fall under the state's milestone inspection requirements, are all covered by the ordinance requirements.

The City Commission approved the ordinance on first reading on December 1, 2025. This ordinance is presented to comply with the statutory requirements.

Staff Recommendation: Approve Ordinance 1571-25 on second and final reading.

ORDINANCE NO. 1571-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA RELATING TO MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS; IMPLEMENTING SUBSECTION 553.889(11), FLORIDA STATUTES (2025); CREATING SECTION 14-4 OF THE CODE OF ORDINANCES, CITY OF LAKE ALFRED, FLORIDA; REQUIRING CONDOMINIUMS, COOPERATIVE ASSOCIATIONS, AND OWNERS SUBJECT TO MANDATORY STRUCTURAL INSPECTIONS TO SCHEDULE OR COMMENCE REPAIRS FOR SUBSTANTIAL STRUCTURAL DETERIORATION WITHIN 365 DAYS AFTER THE CITY'S RECEIPT OF A PHASE TWO INSPECTION REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred (the "City") is a Florida municipal corporation vested with home rule authority pursuant to the *Municipal Home Rule Powers Act* (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*; and

WHEREAS, pursuant to *Section 2(b), Article VIII of the Florida Constitution* and *Chapter 166, Florida Statutes*, the City is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, *Section 553.889(3)(a), Florida Statutes (2025)*, states, in pertinent part, as follows:

An owner or owners of a building that is three habitable stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under Chapter 718 of the Florida Statutes or a residential cooperative under Chapter 719 of the Florida Statutes "must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter; and

WHEREAS, a milestone inspection consists of two (2) phases, including a visual examination of habitable and non-habitable areas and the major structural components of a building by a licensed architect or engineer authorized to practice in Florida and, if substantial structural deterioration is identified, destructive or nondestructive testing at the inspector's direction; and

WHEREAS, *Section 553.889(8) of the Florida Statutes (2025)* requires and states, in pertinent part, as follows:

Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy

of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction; and

WHEREAS, *Section 4 of CS/CS/HB 913 (2025), Chapter 2025-175, Laws of Florida*, codified at *Section 553.889(11), Florida Statutes (2025)*, requires each municipal governing body in the State of Florida, including the City Commission of the City of Lake Alfred, Florida (the “City Commission”), to adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to *Section 553.889, Florida Statutes*, to schedule or commence repairs for substantial structural deterioration within a specified timeframe after the City’s building official receives a phase two inspection report, provided that such repairs be commenced within 365 days after receiving such report; and

WHEREAS, City Commission desires to implement *Section 553.889(11), Florida Statutes (2025)*, by adopting new *Chapter 14, Article I, Sec. 14-4 of the Code of Ordinances, City of Lake Alfred, Florida* (the “Code”), to require a condominium or cooperative association and any other owner that is subject to *Section 553.889, Florida Statutes*, to schedule or commence repairs for substantial structural deterioration within 365 days, which is the time allowed by general law; and

WHEREAS, in the exercise of its legislative authority, the City Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the City of Lake Alfred, Florida, and consistent and in accordance with applicable Florida law to amend *Chapter 14, Article I, of the Code* relating to certain mandatory structural inspections and commencement of certain repairs for substantial structural deterioration; and

WHEREAS, on **December 1, 2026**, at a duly noticed public meeting, the City Commission of the City of Lake Alfred determined and found that the provisions of this **Ordinance No. 1571-25**, which concerns the post-construction safety of condominium and cooperative association buildings, **does not** impose *more restrictive* and/or *more burdensome* regulation or procedures on construction, reconstruction, or redevelopment of property; and

WHEREAS, on **January 5, 2026**, the City Commission finds that the purpose of this **Ordinance No. 1571-25** is to comply with state law and, pursuant to *Section 166.041(4)(c)1., Florida Statutes (2025)*, no business impact estimate is required to be prepared or posted prior to adoption; and

WHEREAS, on **January 5, 2026**, at a duly noticed public hearing, the City Commission determined that this **Ordinance No. 1571-25** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 1571-25** is consistent with the *City of Lake Alfred 2030 Comprehensive Plan*; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida, finds that the approval and adoption of this **Ordinance No. 1571-25** is intended to enhance the present advantages that exist within the corporate limits of the City of Lake Alfred, Florida; is consistent with the public interest; and this **Ordinance No. 1571-25** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the City of

Lake Alfred, Florida.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE ALFRED, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 1571-25**, and the City Commission of the City of Lake Alfred, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 1571-25**.

Section 2. Amendment.

Chapter 14, Article I, of the Code of Ordinances, City of Lake Alfred, Florida (the "Code") is hereby amended to create *Sec. 14-4 of the Code* (provisions deleted are shown as ~~struck through~~ and provisions added are shown as underlined).

Section 14-4 of the Code is hereby created to read, as follows:

Sec. 14-4. Condominium and cooperative association building safety.

A condominium or cooperative association and any other owner that is required by law to perform milestone inspections must schedule or commence repairs for substantial structural deterioration within 365 days after the building official receives a phase two inspection report.

Section 3. Conflicts.

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 1571-25** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *City of Lake Alfred 2030 Comprehensive Plan* and/or *Code of Ordinances, City of Lake Alfred, Florida*, unless such repeal is explicitly set forth herein.

Section 4. Severability.

The provisions of this **Ordinance No. 1571-25** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 1571-25**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The City Commission of the City of Lake Alfred hereby declares that it would have passed this **Ordinance No. 1571-25**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 1571-25** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 1571-25** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 1571-25** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this

Ordinance No. 1571-25. The City of Lake Alfred, Florida, by and through its City Commission, hereby declares that it would have passed this **Ordinance No. 1571-25**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener's Errors.

It is the intention of the City Commission that sections of this **Ordinance No. 1571-25** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 1571-25** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 6. Codification.

It is the intent of the City Commission that the provisions of Section 2 to this Ordinance shall be codified as and become and be made a part of the *Code of Ordinances of the City of Lake Alfred, Florida*. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 1571-25**, *provided* that the City Commission requests for the codifier to make a State Law reference to "Milestone inspections for condominiums and cooperative associations; F.S. § 553.889" as a courtesy to readers and users of the Code.

Section 7. Business Impact Estimate.

On October 1, 2023, *Senate Bill 170* ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending *Section 166.041, Florida Statutes*, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. On October 1, 2024, *Senate Bill 1628* ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, further amended *Section 166.041, Fla. Stat. (2024)*, by creating certain express exclusion(s).

In this instance, this **Ordinance No. 1571-25** is required for compliance with general law of the State of Florida. As such, pursuant to applicable Florida law, this **Ordinance No. 1571-25** is exempt and does **not** require a business impact estimate.

Section 8. Effective Date.

This Ordinance shall become effective immediately upon its passage and adoption after Second and Final Reading.

[Remainder of page intentionally left blank; Signatures on following page]

INTRODUCED AND PASSED on first reading and public hearing with a quorum present and voting at the meeting of the City of Lake Alfred City Commission duly assembled, held this 1st day of December 2025.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the City of Lake Alfred City Commission duly assembled on this 5th day of January 2026.

**CITY OF LAKE ALFRED
CITY COMMISSION**

C. Mac Fuller, Mayor

ATTEST:

Linda Bourgeois, BAS, MMC, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

City of Lake Alfred
Business Impact Estimate

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *City of Lake Alfred Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate must be* posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*¹ and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *City of Lake Alfred, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the City of Lake Alfred, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *City Commission of the City of Lake Alfred* determines may be useful.

If one (1) or more boxes are checked below, this means the City of Lake Alfred is of the view that a business impact estimate is not required pursuant to applicable Florida law; however, the City of Lake Alfred is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *City of Lake Alfred Ordinance No. 1569-25* (hereafter the “Ordinance”).

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), Fla. Stat. (2024).

City of Lake Alfred
Ordinance No. 1571-25: Condominiums

This BIE may be revised following its initial posting.

- X The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *City of Lake Alfred, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☐ The Ordinance is enacted to implement the following:
 - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
 - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
 - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
 - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
 - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *City of Lake Alfred* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Section 553.889(3)(a), Florida Statutes (2025), states, in pertinent part, as follows:

An owner or owners of a building that is three habitable stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under Chapter 718 of the Florida Statutes or a residential cooperative under Chapter 719 of the Florida Statutes “must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was

City of Lake Alfred
Ordinance No. 1571-25: Condominiums

issued, and every 10 years thereafter.

2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *City of Lake Alfred*, if any: **N/A**

(a) An estimate of direct compliance costs that businesses may reasonably incur; **N/A**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; **N/A**

and

(c) An estimate of the *City of Lake Alfred's* regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **N/A**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the *City Commission of the City of Lake Alfred* deems useful (if any):

N/A

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

3.) Public Hearing: Ordinance 1572-25: Certified Recovery Residences

Issue: The City of Lake Alfred will consider an ordinance related to condominiums and cooperative associations.

Attachments:

- Ordinance 1572-25 with exhibit "A"

Analysis: Last year, the Florida Legislature enacted SB 954 (Gruters) relating to certified recovery residences, establishing uniform statewide standards for how local governments must process requests for reasonable accommodation in residential zoning districts. Certified recovery residences provide housing and supportive living environments for individuals recovering from substance use disorder, and the legislation was designed to ensure consistency, transparency, and compliance with federal fair housing requirements.

Under SB 954, counties and municipalities must adopt local ordinances by January 1, 2026. These ordinances must establish clear, objective procedures for reviewing and approving reasonable accommodation requests submitted by certified recovery residences seeking to locate within residentially zoned neighborhoods. The legislation further mandates that such requests be processed within 60 days to prevent undue delays.

In addition, SB 954 restricts local government authority by prohibiting the imposition of additional public hearing requirements beyond those already required by law to grant the accommodation. This provision is intended to ensure that the approval process remains administrative, timely, and compliant with federal and state fair housing protections. The City Commission approved the ordinance on first reading on December 1, 2025.

Staff Recommendation: Approve Ordinance 1572-25 on second and final reading.

ORDINANCE NO. 1572-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA, RELATING TO THE ESTABLISHMENT OF REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES AND FOR REQUESTING A REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 205-182, LAWS OF FLORIDA; IMPLEMENTING SECTION 397.487(15), FLORIDA STATUTES (2025); CREATING CHAPTER 15, ARTICLE 1, OF THE CODE OF ORDINANCES, CITY OF LAKE ALFRED, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred (the "City") is a Florida municipal corporation vested with home rule authority pursuant to the *Municipal Home Rule Powers Act* (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*; and

WHEREAS, pursuant to *Section 2(b), Article VIII of the Florida Constitution* and *Chapter 166, Florida Statutes*, the City is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, in 2015, the Florida Legislature established a voluntary certification program for sober recovery residences within the Florida Department of Health to provide foundational support for those individuals receiving a program of addiction treatment or reentering society after successful completion of a program of addiction treatment; and

WHEREAS, *CS/CS/CS/SB 954 (2025)*, codified at *Section 397.487(15), Florida Statutes*, requires the City Commission of the City of Lake Alfred, Florida (the "City Commission"), to adopt an ordinance *establishing procedures for the review and approval of certified recovery residences* within the City's municipal limits inclusive of *a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence*; and

WHEREAS, the City Commission desires to implement the reasonable accommodation component of *CS/CS/CS/SB 954 (2025)*, codified at *Section 397.487(15), Florida Statutes*, by adopting a process for requesting a reasonable accommodation from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, a ***reasonable accommodation*** is an established method by which an individual who is disabled or handicapped (as those terms are defined in Title II of the *Americans with Disabilities Act* and/or the *Fair Housing Amendments Act of 1988*, hereafter collectively the "disabled"), or a qualified provider of services to the disabled, can request a reasonable and necessary modification or alteration in the application of a specific provision of local law, rule, policy, or practice to afford an equal opportunity for the individual or the disabled within the service provider's care to use and enjoy housing; and

WHEREAS, City Commission desires to implement the requirements of CS/CS/CS/SB 954 (2025), codified at *Section 397.487(15), Florida Statutes*, by adopting and creating *Chapter 15, Article I, of the Code of Ordinances, City of Lake Alfred, Florida* (the “Code”); and

WHEREAS, in the exercise of its legislative authority, the City Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the City of Lake Alfred, Florida, and consistent and in accordance with applicable Florida law to amend the Code by adopting and creating *Chapter 15, Article I, of the Code* relating to certain requests for reasonable accommodations and the establishment of certified recovery residences; and

WHEREAS, on **December 1, 2026**, at a duly noticed public meeting, the City Commission of the City of Lake Alfred determined and found that the provisions of this **Ordinance No. 1572-25**, which are required in accordance with applicable Florida law, concerning certain requests for reasonable accommodations and the establishment of certified recovery residences **does not** impose *more restrictive* and/or *more burdensome* regulation or procedures on construction, reconstruction, or redevelopment of property; and

WHEREAS, on January 5, 2026, the City Commission finds that the purpose of this **Ordinance No. 1572-25** is to comply with state law and, pursuant to *Section 397.487(15), Florida Statutes* (2025), no business impact estimate is required to be prepared or posted prior to adoption; and

WHEREAS, on January 5, 2026, at a duly noticed public hearing, the City Commission determined that this **Ordinance No. 1572-25** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 1572-25** is consistent with the *City of Lake Alfred 2030 Comprehensive Plan*; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida, finds that the approval and adoption of this **Ordinance No. 1572-25** is intended to enhance the present advantages that exist within the corporate limits of the City of Lake Alfred, Florida; is consistent with the public interest; and this **Ordinance No. 1572-25** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the City of Lake Alfred, Florida.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE ALFRED, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 1572-25**, and the City Commission of the City of Lake Alfred, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 1572-25**.

Section 2. Amendment.

The *Code of Ordinances, City of Lake Alfred, Florida* (the “Code”) is hereby amended to create *Chapter 15, Article I, of the Code* as set forth in **Exhibit “A”** attached hereto and made a

part hereof by reference (provisions deleted are shown as ~~strike through~~ and provisions added are shown as underlined).

Section 3. Conflicts.

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 1572-25** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *City of Lake Alfred 2030 Comprehensive Plan* and/or *Code of Ordinances, City of Lake Alfred, Florida*, unless such repeal is explicitly set forth herein.

Section 4. Severability.

The provisions of this **Ordinance No. 1572-25** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 1572-25**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The City Commission of the City of Lake Alfred hereby declares that it would have passed this **Ordinance No. 1572-25**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 1572-25** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 1572-25** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 1572-25** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 1572-25**. The City of Lake Alfred, Florida, by and through its City Commission, hereby declares that it would have passed this **Ordinance No. 1572-25**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener's Errors.

It is the intention of the City Commission that sections of this **Ordinance No. 1572-25** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 1572-25** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 6. Codification.

It is the intent of the City Commission that the provisions of Section 2 to this **Ordinance No. 1572-25** shall be codified as and become and be made a part of the *Code of Ordinances of the City of Lake Alfred, Florida*. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 1572-25**, *provided* that the City Commission requests for the codifier to make a State Law reference to "CS/CS/CS/SB 954 (2025), codified at Section 397.487(15), Florida Statutes, for reasonable accommodations for certified recovery residences"

“as a courtesy to readers and users of the Code.

Section 7. Business Impact Estimate.

On October 1, 2023, *Senate Bill 170* (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending *Section 166.041, Florida Statutes*, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. On October 1, 2024, *Senate Bill 1628* (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, further amended *Section 166.041, Fla. Stat. (2024)*, by creating certain express exclusion(s).

In this instance, this **Ordinance No. 1572-25** is required for compliance with general law of the State of Florida. As such, pursuant to applicable Florida law, this **Ordinance No. 1572-25** is exempt and does **not** require a business impact estimate.

Section 8. Effective Date.

This **Ordinance No. 1572-25** shall become effective immediately upon its passage and adoption after Second and Final Reading.

INTRODUCED AND PASSED on first reading and public hearing with a quorum present and voting at the meeting of the City of Lake Alfred City Commission duly assembled held this 1st day of December, 2025.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the City of Lake Alfred City Commission duly assembled on this 5th day of January 2026.

**CITY OF LAKE ALFRED
CITY COMMISSION**

C. Mac Fuller, Mayor

ATTEST:

Linda Bourgeois, BAS, MMC, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

City of Lake Alfred
Business Impact Estimate

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *City of Lake Alfred Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate must be* posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*¹ and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *City of Lake Alfred, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the City of Lake Alfred, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *City Commission of the City of Lake Alfred* determines may be useful.

If one (1) or more boxes are checked below, this means the City of Lake Alfred is of the view that a business impact estimate is not required pursuant to applicable Florida law; however, the City of Lake Alfred is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *City of Lake Alfred Ordinance No. 1569-25* (hereafter the “Ordinance”).

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), Fla. Stat. (2024).

City of Lake Alfred
Ordinance No. 1572-25 Certified Recovery Residences

This BIE may be revised following its initial posting.

- X The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *City of Lake Alfred, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☐ The Ordinance is enacted to implement the following:
 - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
 - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
 - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
 - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
 - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *City of Lake Alfred* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Last year, the legislature passed SB 954 (Gruters) “Certified Recovery Residences.” The bill streamlined regulations for certified recovery residences, which provide housing for individuals recovering from substance use disorder. The bill required counties and municipalities to adopt ordinances by January 1, 2026, with clear procedures for reviewing and approving requests for reasonable accommodations to allow recovery residences to locate in residential zoning districts, requiring that such requests be processed within 60 days. It prohibited local governments from imposing additional public hearing requirements beyond the minimum required by law to grant the accommodation.

City of Lake Alfred
Ordinance No. 1572-25 Certified Recovery Residences

2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *City of Lake Alfred*, if any: **N/A**

- (a) An estimate of direct compliance costs that businesses may reasonably incur; **N/A**

- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; **N/A**

and

- (c) An estimate of the *City of Lake Alfred's* regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **N/A**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the *City Commission of the City of Lake Alfred* deems useful (if any):

N/A

CITY OF LAKE ALFRED

EXHIBIT "A" ORDINANCE 1572-25

Provisions being deleted are shown as ~~striketrough~~ and
provisions being added are shown as underlined

CHAPTER 15 – REASONABLE ACCOMMODATIONS

ARTICLE I. – CERTIFIED RECOVERY RESIDENCE(S)

Sec. 15-1. – Purpose.

The purpose of this section is to address the establishment of certified recovery residences, as defined in s. 397.311(5), F.S., and provide procedures for the review and approval of requests for a reasonable accommodation in the application of the City's ordinances, rules, policies, and procedures consistent with the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA").

Sec. 15-2. – Definitions.

For purposes of this Section, the terms used in this Chapter shall possess the meanings, interpretations and/or definitions assigned in §397.311, Florida Statutes (2025), as may be amended, provided however, that where one (1) of the following listed terms set forth in this Section is used in this Chapter, such term(s) shall possess the corresponding meaning, as follows:

(a) *Certified recovery residence* means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator as defined in §397.311, Florida Statutes (2025), as may be amended, including Level I through Level IV certified recovery residences.

(b) *Certificate of compliance* means a certificate issued by a credentialing entity to a recovery residence or recovery residence administrator.

(c) *Certified recovery residence administrator* means a recovery residence administrator who holds a valid certificate of compliance.

(d) *City Code* means the *Code of Ordinances, City of Lake Alfred, Florida* and/or *City of Lake Alfred Unified Land Development Code*.

(e) *City Representative* means, for purposes of this Chapter, the City Manager, or her/his designated appointee, who is authorized to act on behalf of the City of Lake Alfred, Florida, in

the administration of this Chapter. The City Representative does not have the authority to waive or modify any condition or term of this Chapter.

(f) *Reasonable accommodation* means an established method by which an individual who is *disabled* or *handicapped* (as those terms are defined in *Title II of the Americans with Disabilities Act* and/or the *Fair Housing Amendments Act of 1988*) (hereafter collectively referred to as the “disabled”), or a service provider and/or provider to the disabled, can request a reasonable and necessary modification or alteration in the application of conditions, policies, procedures, processes, provisions, rules and requirements set forth in the City Code in order to afford an equal opportunity for the individual or the disabled within the service provider’s care to use and enjoy housing which may include, but is not to be limited to, a waiver or modification of land use, zoning, or other regulations.

Sec. 15-3. - Applicability.

This Section applies to a certified recovery residence seeking a reasonable accommodation from applicable conditions, policies, procedures, processes, provisions, rules and requirements set forth in the City Code within the corporate limits of the City. This Section shall not supersede any declaration of covenants, conditions, or restrictions of a condominium, cooperative, or homeowners’ association governed by *Chapters 718, 719, or 720, Florida Statutes*.

Except for the seeking of a reasonable accommodation, the review and approval of a certified recovery residence is governed by the applicable conditions, policies, procedures, processes, provisions, rules and requirements set forth in the City Code.

Sec. 15-4. – Application for Reasonable Accommodations.

(a) *Application*. Applications for a reasonable accommodation under this Section under this Section from the applicable conditions, policies, procedures, processes, provisions, rules and requirements of the City Code that may hinder the establishment of a certified recovery residence shall be made in writing to the City of Lake Alfred Community Development Department on a form provided by the City and shall, at a minimum, provide the following information:

1. The name and contact information of the applicant making the request. If the applicant is not the certified recovery residence administrator who will be actively managing the certified recovery residence, the administrator’s name, contact information, and a copy of the administrator’s certification must also be provided. If the applicant is not the owner of the property where the reasonable accommodation is being requested, then the contact information for the owner must be included;

2. The location where the reasonable accommodation is requested, including the address and applicable parcel identification number;

3. A description of the reasonable accommodation(s) requested, identifying the applicable conditions, policies, procedures, processes, provisions, rules and requirements of the City Code for which the applicant needs reasonable accommodation(s), and why the reasonable accommodation(s) are necessary;

4. Certification stating the following:

I certify, under penalty of perjury, that the information provided in this application is true and correct. I understand that, if I knowingly provide false information with this request, my request shall become null and void;

5. Any additional information or documentation which the applicant feels is necessary to support the request for reasonable accommodation(s);

6. Copy of the applicable certificate of compliance; and

7. The signature of the applicant and date.

(b) Confidential Information. Applications for a reasonable accommodation under this Section should not include information or records specific and personal to any individual's medical diagnosis, prognosis, history, or treatment. Provided however, should the information provided by the applicant to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled, such disabled may, at the time of submitting such medical information, request that the City, to the extent allowed by applicable law, treat such medical information as confidential information of the disabled. The City shall thereafter endeavor to provide written notice to the disabled, and/or their representative, of any request received by the City for disclosure of the medical information or documentation which the disabled has previously requested be treated as confidential by the City. The City will cooperate with the disabled, to the extent allowed by applicable law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled.

(c) Review Process. The City Representative shall have the authority to consider and act on application(s) for reasonable accommodation(s), recertification of an approved reasonable accommodation, and amendment to an approved reasonable accommodation.

1. Upon receipt of an application for reasonable accommodation(s), which shall be submitted on the form provided by and submitted to the City of Lake Alfred Community Development Department, the application shall be date-stamped;

i. The City Representative may determine that additional information is necessary in order to reach a determination on an application for reasonable accommodation(s); and, in the event a request for additional information is required to process the application, the City Representative shall notify the applicant in writing (hereafter the "Written Notice") within 30 days following receipt of the application for reasonable accommodation(s) that additional information and/or the required minimum information was not submitted;

ii. The Written Notice shall identify the documents and/or information necessary to process the application;

iii. The applicant shall provide the requested documents and/or information identified in the Written Notice within 30 days; and

iv. If the applicant fails to provide the identified documents/information necessary to process the application within the above-referenced timeframe, the City Representative shall issue a written notice advising that the applicant failed to timely submit the additional information and therefore the application for reasonable accommodation(s) shall be deemed abandoned and/or withdrawn and no further action by the City with regard to said reasonable accommodation(s) application shall be required.

2. Within sixty (60) days of receipt of a completed application for reasonable accommodation(s), the City Representative shall issue a written determination approving, approving with conditions, or denying the application for reasonable accommodation(s);

3. In the event additional information is requested by the City Administrator, the 60-day time frame for issuing a written determination shall be extended by 30 days;

4. In reviewing the application for reasonable accommodation(s), the City Representative may conduct site visit(s) and/or utilize City consultant(s) in issuing a determination; and

5. If a written determination is not issued within 60 days after the receipt by the City of a completed application for reasonable accommodation(s), the application shall be deemed approved unless the time periods specified in this Chapter have been extended by mutual agreement of the parties with such extension confirmed in writing.

Sec. 15-5. – Review Criteria.

(a) Decisions on an application for reasonable accommodation(s) under this Section shall be based on making the minimum reasonable accommodation necessary to accomplish the

purpose of the request and meet the requirements of the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, and Chapter 2025-182, Laws of Florida.

(b) The applicant shall be required to establish that the operator and/or administrator of the certified recovery residence is qualified to provide such services and/or housing to qualifying individuals. An operator and/or administrator may establish its qualification by demonstrating that they are certified by the Florida Association of Recovery Residences, National Alliance for Recovery Residences, or other similar nationally recognized accrediting agency for recovery residences.

(c) *Alternative accommodation.* If the City Representative finds that the applied for accommodation(s) impose an undue financial and/or administrative burden on the City and/or require a waiver of the City's land use or zoning regulation(s), the City Representative may consider, determine, and propose other reasonable alternative accommodation(s) which would effectively meet the applicant's need(s). In considering and proposing other reasonable alternative accommodation(s), the City Representative shall utilize City consultants.

(d) *Application Fee(s).* Each applicant for approval of a reasonable accommodation from the application of conditions, policies, procedures, processes, provisions, rules and requirements set forth in the City Code shall pay any applicable cost recovery as provided in *Section 9.2.3.F.3 of the City of Lake Alfred Unified Land Development Code* which includes, but shall not be limited to, an application fee and to help defray the cost to the city of reviewing the application and making a determination as to whether or not the request for a reasonable accommodation satisfies the review criteria set forth in this Chapter.

Sec. 15-6. – Determination.

Within sixty (60) days of receipt of a completed application, the City Representative shall issue a written determination approving, approving with conditions, approving with reasonable alternative accommodation(s), or denying the application for reasonable accommodation(s). If no determination is issued within sixty (60) days of the City's receipt of a completed application, and no written extension of time and/or other extension of time is applicable, the application shall be deemed approved.

Sec. 15-7. – Appeals.

Pursuant to *Section 9.4.4 of the City of Lake Alfred Unified Land Development Code*, the Development Review Special Magistrate shall hear and decide appeals when it is alleged by the applicant and/or disabled that there is an error in any requirement, decision, or determination made by the City Representative in the administration and enforcement of this Chapter.

Sec. 15-8. – Enforcement.

(a) Stay of enforcement. While an application for reasonable accommodation(s), or an appeal of a determination on and/or for an application for reasonable accommodations, is pending, the City shall not enforce the conditions, policies, procedures, processes, provisions, rules and requirements set forth in the City Code against the applicant.

(b) Revocation. The approval(s) granted under this Chapter for reasonable accommodation(s) may be revoked or modified, as follows:

i. Any approved reasonable accommodation(s) shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation(s) by a court of law or by the special magistrate hearing code enforcement cases;

ii. The failure to obtain state certification(s), required state license(s), or the failure to maintain state certification(s), required state license(s), or alternate certification(s) permitted by this Chapter, shall result in revocation of the reasonable accommodation(s) and cessation of operations within sixty (60) days of termination of the license(s) and/or certification(s); and

iii. The City shall provide 30-days' written notice of any proposed revocation.

(c) Expiration of approvals. The approval(s) of and/or for reasonable accommodation(s) shall expire within one hundred eighty (180) days if not implemented and/or acted upon by the applicant.

(d) Reinstatement. If the certificate of compliance is reinstated within one hundred eighty (180) days of revocation, the accommodation(s) may be reinstated administratively by the City Representative.

Sec. 15-9. – General Provisions.

The general provisions set forth in this Section shall be applicable to this Chapter, as follows:

(a) Calculation of Time. The calculation of the number of days that have passed during any time period prescribed by this Chapter shall be based on Calendar Days (unless specified otherwise in this Chapter). Unless otherwise specified in this Chapter, the calculation of the number of days that have passed during any time period prescribed in or by this Chapter shall commence on the day immediately following the event triggering such time period. For purposes of this Chapter, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Chapter expires

and/or falls on a Saturday, Sunday or City recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the City is open for business to the public.

(b) For purposes of this Chapter, *business days* shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the City of Lake Alfred, Florida.

(c) For purposes of this Chapter, *calendar days* and/or *days* shall mean any day in a 365-day calendar.

(d) *Date of receipt.* For purposes of this Chapter, an e-mail and/or submittal(s) sent electronically and received by the City Representative on or before 12:00 PM on a Business Day shall be deemed to have been received on the Business Day which the e-mail and/or submittals were sent. In the event an e-mail and/or submittal(s) are sent electronically and received by the City Representative on or after 12:01 PM on a Business Day, the e-mail and/or submittals shall be deemed to have been received on the next Business Day.

(e) A reasonable accommodation is specific to the applicant and shall not run with the land.

(f) A reasonable accommodation shall not excuse and/or waive an applicant's obligation to adhere to and comply with applicable law.

(g) *Public Notice of availability of reasonable accommodation(s).* The City shall display a notice in the City's public notice bulletin board (and shall maintain copies available for review in the Community Development Department and the Office of the City Clerk), advising the public that the disabled and qualifying entities may request a reasonable accommodation as provided in this Chapter.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

4.) Public Hearing: Ordinance 1573-26: Eden Hills Phase 3 PUD

Issue: The City Commission will consider a Planned Unit Development request for Phase 3 of the Eden Hills development.

Attachments:

- Eden Hills Phase 3 site plan & PUD application
- Staff Report
- Planning and Zoning Board Minutes Excerpt

Analysis: The City has received a Planned Unit Development (PUD) application for phase 3 of the Eden Hills Community Development District (CDD) residential development. Phase 1 is entirely constructed, and Phase 2 infrastructure is complete, with homebuilding underway.

The Phase 3 PUD application continues the next phase of the development. The applicant would have gone through the standard zoning process, but the SB 180 legislation retroactively invalidated those standards. The applicant is applying under the alternate PUD standards for active recreation, which allow 1,000 square feet of active recreation to be organized into park space, or approximately 7.02 acres of recreation across 306 units. The park space was highlighted in green in the applicant's proposed site plan submittal.

The proposed development and application are a continuation of the Eden Hills phases. They are consistent with the previous development, providing for reduced lot sizes and an approximate density of 3.36 units per acre, which is below the 4-acre density required under the VRN zoning classification.

Notable conditions for the PUD include, but are not limited to:

- Florida Water Star requirements on residential units for water conservation.
- Required roadway improvements to Old Lake Alfred Road and Cass Road in accordance with county requirements.
- Park Space built to ULDC standards (sidewalks, playground pieces, exercise equipment, picnic tables, etc.)

On December 8, 2025, the Planning and Zoning Board voted 4:1 to recommend approval and forward the PUD to the City Commission for consideration. Because the property is in the Green Swamp Area of Critical State Concern, the ordinance will be transmitted to the Florida Department of Commerce for review.

Staff Recommendation: Approval of the Ordinance 1573-26, with the proposed conditions, on first reading.

P:\A22-0057 JMBI Development LLC\0002 Edan Hills PH 3\Master\1DWGs\Preliminary\PrePlot\CS-101-PP01.dwg (C:\heatherw Dec 30, 2025 - 11:49am



PROJECT IS LOCATED IN FLOOD ZONE X & AE ACCORDING
TO FEMA F.I.R.M. COMMUNITY PANEL NO: 12105C 0355G DATED 12/21/16

GEOPOINT SURVEYING, INC.
213 HOBBS STREET
TAMPA, FL 33619
PH: (813) 248-8888

REVISIONS		
DATE	SHEET NOS.	BY
06-19-2023	ALL SHEETS	JM
08-10-2023	2, 3, 4, 6	JM
10-11-2023	ALL SHEETS	JM
10-27-2023	1, 2, 3, 5	JM
11-17-2023	3, 4, 5, 6	JM
09-06-2024	2-6	JM
12-03-2024	2, 3, 4	JM
07-23-2025	ALL SHEETS	JM
09-02-2025	ALL SHEETS	MJ
10-24-2025	ALL SHEETS	MJ
11-17-2025	ALL SHEETS	MJ
12-02-2025	1, 2	MJ
12-30-2025	1, 2	MJ

DECEMBER 30, 2022

FD-302a (Rev. 11-29-01)

TRACT	DESCRIPTION	OWNERSHIP/MAINTAINED	TOTAL AREA	TOTAL OPEN SPACE	OPEN SPACE AREA (BUFFERS)	OTHER OPEN SPACE AREA	RECREATION AREA (ACTIVE/PASSIVE)	DRY POND AREA	LAKE AREA	WETLAND AREA	IMPERVIOUS AREA	FLOODPLAIN AREA	AQUIFER RECHARGE AREA	COMMENTS
A	RECREATION/OPEN SPACE	HOA	0.97	0.60			0.97				0.25		0.35	NEIGHBORHOOD PARK
B	POND/REC/OPEN SPACE	HOA	12.92	12.92	1.57	5.27	1.38	4.70			0.27	0.28	12.37	POCKET PARK & TRAIL
C	LAKE	SWFWMD	4.22							4.22				
D	RECREATION/OPEN SPACE	HOA	0.32	0.32			0.32				0.13		0.19	POCKET PARK
E1	OPEN SPACE	HOA	0.42	0.42		0.42							0.42	
E2	OPEN SPACE/ RECREATION	HOA	0.54	0.54			0.54				0.13		0.41	POCKET PARK
F1	OPEN SPACE/LANDSCAPE	HOA	0.66	0.66	0.66								0.66	
F2	OPEN SPACE/LANDSCAPE	HOA	0.19	0.19	0.19									
G	RECREATION/OPEN SPACE	HOA	0.38	0.38			0.38				0.13		0.25	POCKET PARK
H	LIFT STATION	CITY OF LAKE ALFRED	0.06											
I	RECREATION/OPEN SPACE	HOA	0.82	0.82			0.82				0.25		0.57	NEIGHBORHOOD PARK
J	OPEN SPACE	HOA	0.09	0.09	0.08	0.01						0.02		
K	LAKE	HOA	2.86						2.86					
L	POND/REC/OPEN SPACE	HOA	11.69	11.69	2.86	2.89	0.96	5.00			0.40	0.33	10.96	POCKET PARK & TRAIL
M	LAKE	SWFWMD	23.81						23.81					
N1	OPEN SPACE	HOA	0.05	0.05		0.05					0.03			TRAIL
N2	OPEN SPACE	HOA	0.16	0.16		0.16								TRAIL
P	OPEN SPACE	HOA	0.05	0.05		0.05					0.03			TRAIL
Q	OPEN SPACE	HOA	0.03	0.03		0.03					0.02			TRAIL
S	OPEN SPACE	HOA	0.01	0.01		0.01					0.01			TRAIL
T1	OPEN SPACE	HOA	0.03	0.03		0.03					0.02			TRAIL
T2	RECREATION/OPEN SPACE	HOA	0.30	0.30			0.30				0.13			POCKET PARK
U	OPEN SPACE	HOA	0.20	0.20		0.20							0.20	
V1	OPEN SPACE	HOA	0.39	0.39	0.39								0.39	
V2	OPEN SPACE	HOA	0.12	0.12		0.12								
W	RECREATION/OPEN SPACE	HOA	2.54				2.54							COMMUNITY PARK
	OFFSITE OPEN SPACE 1	CITY OF LAKE ALFRED	0.48	0.48		0.48						0.02	0.46	INCLUDED IN OPEN SPACE TOTAL
	OFFSITE OPEN SPACE 2	CITY OF LAKE ALFRED	1.94	1.94		1.94						0.20	1.74	INCLUDED IN OPEN SPACE TOTAL
	PHASE 2 RECREATION	HOA											3.70	Open Space = 50% of 7.4 Ac
	OFFSITE WETLAND	CITY OF LAKE ALFRED	6.49						6.49					
	COUNTY POND	POLK COUNTY	3.89	3.89	0.00			3.89				0.01	3.89	INCLUDED IN OPEN SPACE TOTAL
		TOTAL =	78.63	36.28	5.75	11.66	8.21	13.59	32.89	6.49	1.80	0.86	36.56	
	LOT AREA		40.23											
	RIGHT OF WAY AREA		14.08								8.45			
		TOTAL =	132.94	36.28	5.75	11.66	8.21	13.59	32.89	6.49	33.98	0.86	36.56	

* Phase 2 Recreation Area - not included in total area; only using 50% open space for aquifer recharge
Tracts A and W are located in offsite Phase 2. All of Tract W is in Phase 2; A portion (0.37 ac.) of Tract A is in PH 2. Only open space portions of Tracts A and W located in Phase 3 are being counted as open space. They are being used to meet recreation requirement.

BLOCK PERIMETER TABLE		
Block No.	Pedestrian Perimeter (1,600' MAX)	Vehicular Perimeter (2,400' AVG)
1	947	2,057
2	1,542	2,057
3	949	2,057
4	1,539	2,057
5	1,214	1,214
6	1,549	1,607
7	183	183
8A	500	1,687
8B	1,177	1,687
9	1,567	2,848
10A	1,540	2,848
10B	586	2,848
11	1,596	1,596
12A	1,222	1,222
12B	581	581
13	1,272	2,147
14	1,315	2,147
15A	350	350
15B	1,323	1,323
16	615	615
17A	250	250
17B	87	87
Average:	N/A	1,521

AREA BREAKDOWN (PHASE 3):		
Overall Site Area (Including all offsite areas): 132.94 Ac.		
Less Phase 2 Offsite Areas (2.54 + 0.37): 130.03 Ac.		
Less Other Offsite Areas (0.48 + 1.94 + 6.49 + 3.89): 117.23 Ac.		
Less Onsite Wetland/Lake Area: 32.89 Ac.		
Net Residential Area: 84.34 Ac.		
Open Space Required: 84.34 Ac. x 30% = 25.30 Ac.		
Open Space Provided: 36.28 Ac.		
Number of units: 306 Units; Density Allowed: 4.0 units/ac.		
Max. Units Allowed: 84.34 Ac. * 4.0 units/ac = 337 units		
Density Provided: 306 units/84.34 Ac. = 3.63 units/ac.		
DEVELOPMENT STANDARDS:		
Existing Zoning: VRN & CON		
Proposed Zoning: PUD		
Future Land Use: Res & Con		
Based on Cluster Design Section 3.6.3 of ULDC & PUD Ordinance -----25		
Maximum Density: 4.0 units/acre		
Minimum Lot Area: 4,000 SF		
Minimum Lot Width: 25 ft		
Minimum Floor Area (Living): 960 sf		
Front Yard Setback (Primary): Build to 5 ft Min. and 30ft max.		
Front Yard Setback (Parking): 20 ft		
Rear Yard Setback (Street Side): 15 ft		
Side Yard Setback: 7.5 ft		
Side Yard Setback: 5 ft		
Maximum Site Impervious Surface: 40%		
Maximum Building Height: 36 ft		
30% Canopy Coverage required on Construction Plans.		
Lot Detail = 50' Min x 110' Deep		
Road Section = 50' R/W, 20' pavement, Type F Curb & Gutter, 5' Sidewalks both sides		
Parking Required: 2 spaces/unit = 306 * 2 = 612		
Parking Provided: 2 spaces/unit = 306 * 2 = 612 (Garage or driveway spaces)		
Average Vehicle Block Perimeter = 2,400 LF		
Average Pedestrian Block Perimeter = 1,600 LF		
Recreation Required: 1,000 SF Per Unit * 306 Units/43,560 AC/SF = 7.02 AC		
Recreation Provided: 8.21 AC		
Bus Stops Required: 1/125 units * 306 units = 3		
Bus Stops Provided: 3		
SITE ISR CALCULATION		
• LOT AREA = 40.23 ACRES		
• OPEN SPACE = 36.28 ACRES		
• TOTAL RIGHT-OF-WAY AREA = 14.08 ACRES		
• IMPERVIOUS LOTS (59%) = 23.74 ACRES		
• IMPERVIOUS RIGHT-OF-WAY = 8.45 ACRES		
• IMPERVIOUS OPEN SPACE = 1.80 ACRES		
• TOTAL IMPERVIOUS AREA = 33.98 ACRES		
• TOTAL DEVELOPMENT AREA = 84.34 ACRES		
• PROPOSED SITE ISR (33.94/84.34) = 40%		
• ALLOWABLE SITE ISR = 40%		
LOT ISR CALCULATION (AQUIFER RECHARGE CALCULATION)		
AQUIFER RECHARGE AREA = 36.56 = 43%		
DEVELOPMENT AREA = 84.34		
PER LAND DEVELOPMENT CODE FIGURE 2.3.3.K AQUIFER RECHARGE/ISR CONVERSION MATRIX:		
AQUIFER RECHARGE %		MAXIMUM ISR PER LOT
30%	0.50	
39%	0.59	
40%	0.60	
SITE> 40%		
=0.59 ISR ALLOWABLE FOR LOTS		

CITY STAMP

UTILITY COMPANIES - LIST OF CONTACTS

WATER/SEWER:
CITY OF LAKE ALFRED
PUBLIC WORKS - UTILITIES
CLYTON BERNARD
500 N. RAMONA AVE.
LAKE ALFRED, FL 33850
PH: 863-291-5274

CABLE
SPECTRUM
LINDA SANSON OR DARIN DANIELS
21004 U.S. HIGHWAY 92
AUBURNDALE, FL 33823
PH: 863-288-2340

GAS
TECO-PEOPLES GAS
JIM JUSTICE
445 KATHLEEN ROAD
LAKELAND, FL 33813
PH: 863-603-2228

ELECTRIC
TECO
702 N. FRANKLIN STREET
TAMPA, FL 33602
PH: 813-635-1500

TELEPHONE
VERIZON COMMUNICATIONS
SCOTT M. WALLS
7701 TELCON PARKWAY
TEMPLE TERRACE, FL 33637
PH: 813-632-3822

ABSOLUTE ENGINEERING, INC.
1000 N. ASHLBY DRIVE, SUITE 905
TAMPA, FLORIDA 33602
C.A. NO. 28398
813-261-1516 TEL
813-344-0100 FAX

GENERAL NOTES

EDEN HILLS SUBDIVISION PHASE 3 PUD PLAN
OLD LAKE ALFRED ROAD, LAKE ALFRED
POLK COUNTY, FLORIDA

NO.	DATE	REVISION	BY	REMARKS
1	08-10-23	TRAC 1 FILED AND NOTES	JMM	
2	08-10-23	TRAC 2 FILED AND NOTES	JMM	
3	08-10-23	TRAC 3 FILED AND NOTES	JMM	
4	08-10-23	TRAC 4 FILED AND NOTES	JMM	
5	08-10-23	TRAC 5 FILED AND NOTES	JMM	
6	12-03-24	DETILE, FINAL TYPICAL SECTION	JMM	
7	07-23-25	TRAC 7 FILED AND NOTES	JMM	
8	07-23-25	TRAC 8 FILED AND NOTES	JMM	
9	10-24-25	TRAC 9 FILED AND NOTES	JMM	
10	11-17-25	TRAC 10 FILED AND NOTES	JMM	
11	12-30-25	TRAC 11 FILED AND NOTES	JMM	

DATE: 06-17-2022

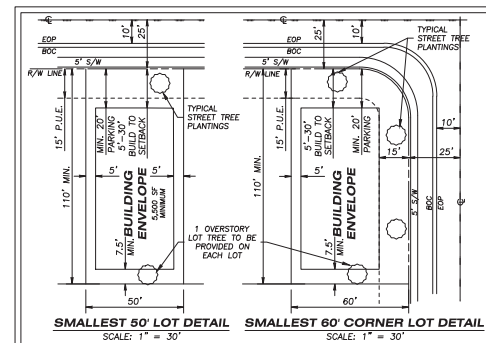
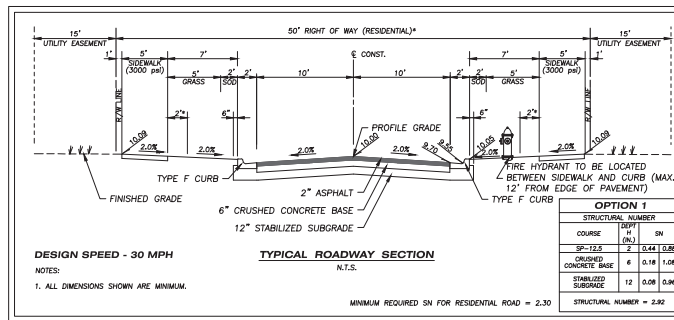
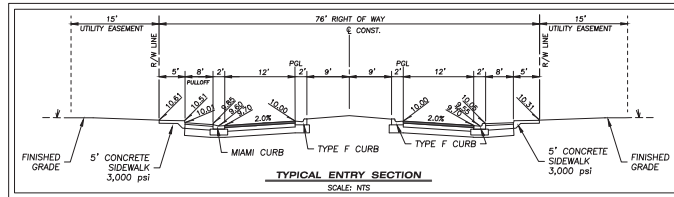
SEC. TIME: 9:20/275/26E

JOB#: A22-0041-0035

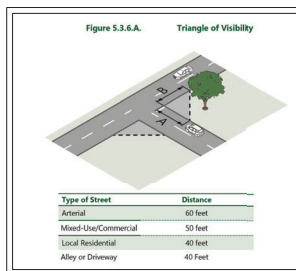
DRAWN BY: JMM

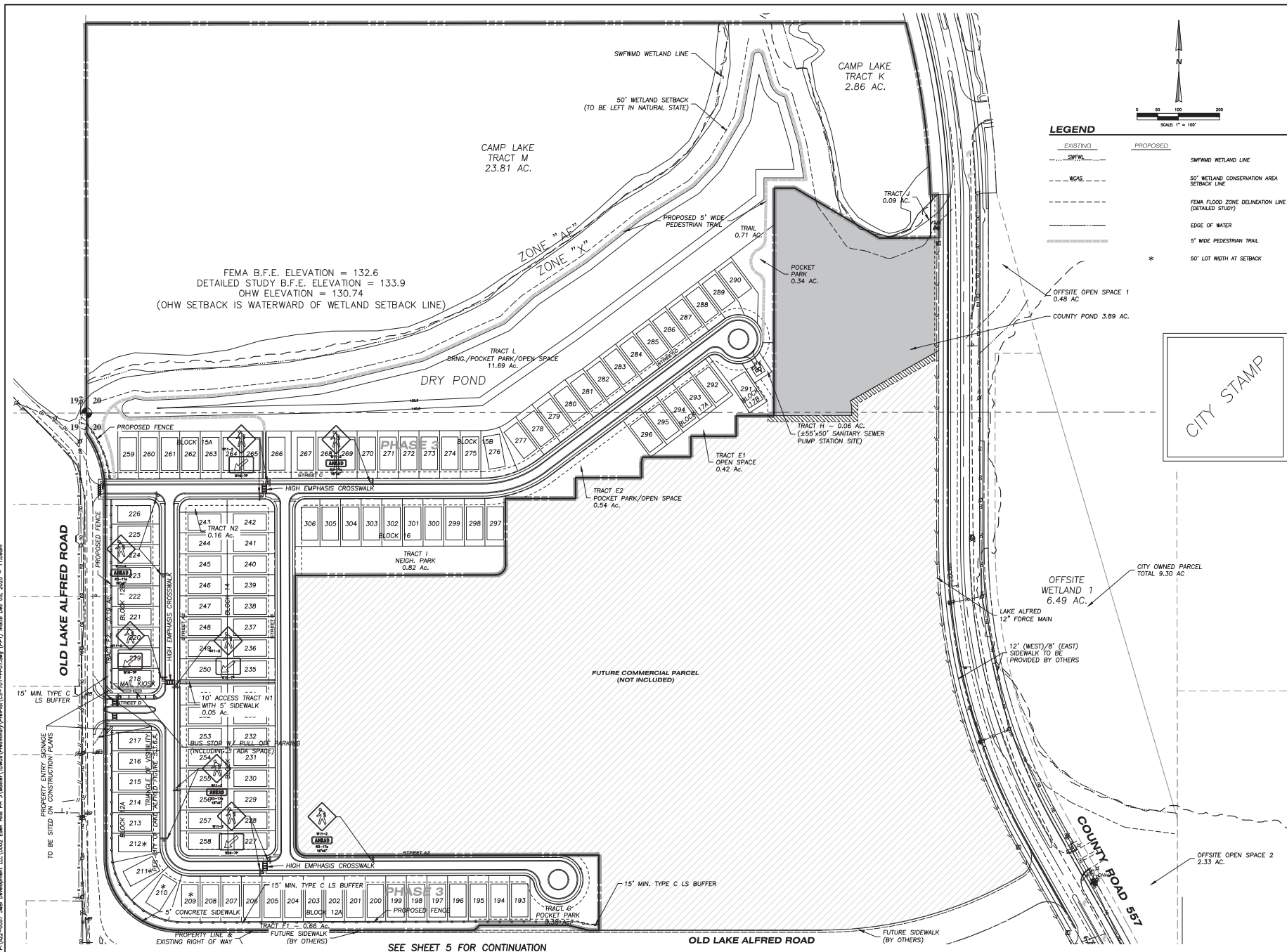
CHECKED BY: WERTZ

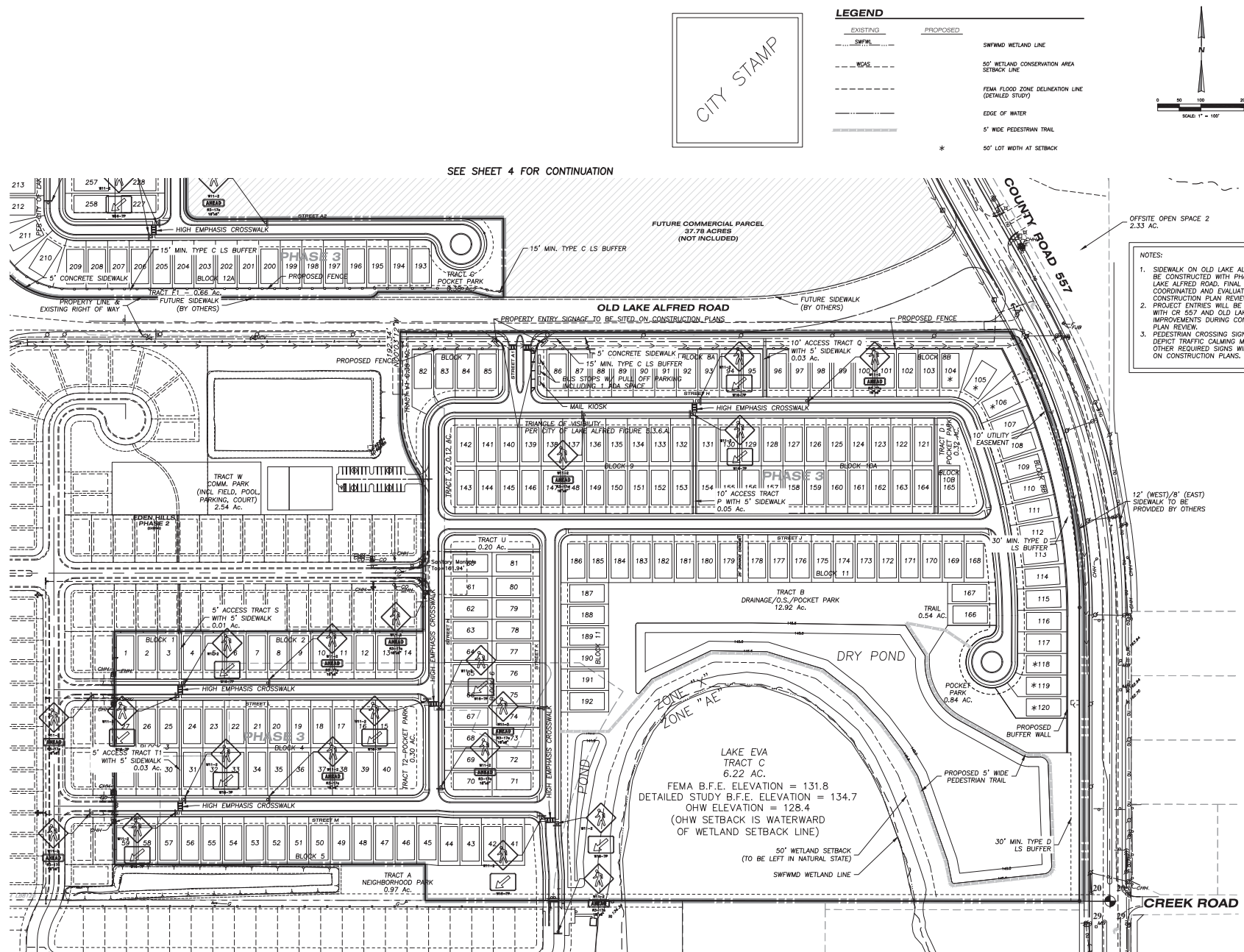
2



- LOT NOTES
1. THE HOME BUILDER IS RESPONSIBLE TO PLANT TWO (2) CANOPY TREES, AT EACH INTERIOR LOT, ONE (1) OF WHICH SHALL AC AS STREET TREE (LIVE OAK), AND BE PLACED BEHIND THE HOME, AND ONE LARGE TREE FOR URBAN ENVIRONMENT IDENTIFIED IN FIGURE 4.5.2 IN THE LAND DEVELOPMENT CODE CAN BE USED FOR STREET TREE.
 2. THE HOME BUILDER IS RESPONSIBLE TO PLANT FOUR (4) CANOPY TREES, AT EACH CORNER LOT, TWO (2) OF WHICH SHALL AC AS STREET TREES (LIVE OAK), AND BE PLACED BEHIND THE SIDEWALK, AND ONE LARGE TREE FOR URBAN ENVIRONMENT IDENTIFIED IN FIGURE 4.5.2 IN THE LAND DEVELOPMENT CODE CAN BE USED FOR STREET TREE.
 3. ALL TREES MUST BE LOCATED IN REAR YARD.
 4. FLORIDA WATER STAR CERTIFICATION IS REQUIRED FOR IRRIGATION SYSTEM.







NOTES:

1. SIDEWALK ON OLD LAKE ALFRED ROAD TO BE CONSTRUCTED WITH PHASE 3 OR OLD LAKE ALFRED ROAD. FINAL DESIGN WILL BE COORDINATED AND EVALUATED DURING CONSTRUCTION PLAN REVIEW.
2. PROJECT ENTRIES WILL BE COORDINATED WITH CR 557 AND OLD LAKE ALFRED ROAD IMPROVEMENTS DURING CONSTRUCTION PLAN REVIEW.
3. PEDESTRIAN CROSSING SIGNS SHOWN TO DEPICT TRAFFIC CALMING MEASURES. ALL OTHER REQUIRED SIGNS WILL BE SHOWN ON CONSTRUCTION PLANS.

12' (WEST)/8' (EAST)
SIDEWALK TO BE
PROVIDED BY OTHERS

SITE PLAN

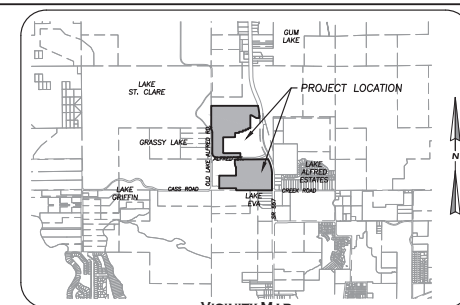
EDEN HILLS SUBDIVISION PHASE 3 PUD PLAN
OLD LAKE ALFRED ROAD, LAKE ALFRED
POLK COUNTY, FLORIDA

HEET TITLE:

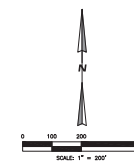
NO.	DATE	REVISION	BY
1	06-19-23	FINAL, BUD. STOP PING	JAM
2	06-19-23	REV. SPEC. ACCESS TRUCK NOTES	JAM
3	08-10-23	REV. FLOOR ACCESS TRUCK NOTES	JAM
4	10-26-23	REV. FLOOR ACCESS TRUCK NOTES	JAM
5	11-17-23	FINAL DETAILED STUDY ELEVATION	JAM
6	09-06-24	PARK & OPEN SPACE, UNIT COUNT	JAM
7	12-03-24	TRACT W/ CALLOUT	JAM
8	07-23-25	REMOVE LOT FROM COMMERCIAL PARCEL	MAR
9	09-02-25	TRACT, VISIBILITY TRIANGLES, COMM. HIGH	MAR
10	10-24-25	LOT LAYOUT, ENTRANCE	MAR

DATE:	
06-17-2022	
SEC TWP RING:	
19.20/27S/26E	
JOB #:	
A22-0041-0035	
DRAWN BY:	CHECKED BY:
JJM	WERTZ

4



VICINITY MAP
SECTIONS 19, 20 TOWNSHIP 27 SOUTH RANGE 26 EAST
SCALE: 1" = APPROX. 1/2 MI.



LEGEND

-  CONSERVATION AREA
 RECREATIONAL AREA
 OPEN SPACE

EDEN HILLS PHASE 3

LAKE ALFRED, POLK COUNTY, FLORIDA

NO.	DATE	REVISION

DATE: December 9, 2025 JOB #: 00844.0034



(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

City of Lake Alfred
120 E. Pomelo Street
Lake Alfred, FL 33850



Phone: (863) 291-5748
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www.mylakealfred.com

Community Development

Building | Code Enforcement | Planning | Zoning

STAFF REPORT

REQUEST: A request to add the specialized Residential Planned Unit Development (PUD) overlay district zoning designation.

OWNER(S): Cassidy Holdings, LLC and Lucerne Park Investment, LLC

APPLICANT(S): Heather Wertz, Absolute Engineering, Inc.

LOCATION: Located west of CR 557, North, South and East of Old Lake Alfred Rd, further described as parcels 262720-000000-042010, 262720-000000-042030, 262720-000000-044010, 262720-000000-032040, 262720-000000-032010, and offsite parcels 262720-000000-032030, 262720-000000-032020, 262719-489375-004080 and 262719-489375-004090

AGENDA AND HEARING DATES:

December 8, 2025 6 PM: Planning and Zoning Board (Public Hearing)

January 5, 2026 7:00 PM: City Council (First Reading, Public Hearing)

Transmittal to Florida Department of Commerce

February 2, 2026 7:00 PM: City Council (Second Reading, Public Hearing)

ATTACHMENTS:

- Master Development Plan
- Maps- Location, Aerial, Existing FLU, Existing and Proposed Zoning Maps
- Polk County School Board - Binding capacity determination

SUMMARY:

The applicant has requested the assignment of the Planned Unit Development Overlay District to accommodate a single-family home subdivision containing approximately 306 lots. The applicant has submitted a Master Site Development Plan (MSDP) proposing a density of 3.63 units per acre.

**CITY COMMISSION
JANUARY 5, 2026**

Staff have reviewed the application for the assignment of the Planned Unit Development (PUD) overlay district for consistency with the City of Lake Alfred Future Land Use Element of the Comprehensive Plan and Unified Land Development Code. Per provisions of the adopted Ordinance 1566-25, ULDC Sec. 2.3.5. I.3, a Developer's Agreement is required for all PUDs. The required Developer's Agreement (DA) is currently being drafted and is scheduled to go before the City Commission, pending Second Read/ Adoption Hearing.

BACKGROUND:

The applicants have submitted a PUD Site Development Plan application related to the development of the referenced property. Additionally, there will be a Developer's Agreement. Per ULDC Sec.2.3.1.A., overlay districts provide a means to incorporate various development regulations across a specified area. These districts are specialized zoning designations that float over existing base zoning categories to supplement or supersede existing regulations. The Developer's Agreement specifies how concurrency requirements are met and special development considerations. Figure 1 shows a location map, and Figure 2 identifies the area included in the requests in relation to the other portions of the Eden Hills Subdivision.

This property, in conjunction with the other portions of the Berry property, was annexed into the City in 2004 (Ord. 1064-04). The Future Land Use classification on the property was approved as Very Low Density Residential and Conservation (Ordinance 1071-04), and then the zoning of Single-Family Dwelling and Conservation was assigned by Ordinance 1072-04. The offsite properties bearing parcel ID#s 262720000000032030 and 262720000000032020 were assigned the future land use classification of Conservation by Ordinance 1121-05 and the zoning designation of Conservation by Ordinance 1134-06. The City of Lake Alfred Future Land Use Map was further amended by Ordinance 1443-20 Comp Plan Map Series by which subject properties were assigned the Future Land Use categories of Residential and Conservation. Additionally, the City of Lake Alfred's zoning map was amended by Ordinance 1444-20 ULDC Map Series assigning the zoning categories of Vintage Residential Neighborhood District and Conservation to the subject properties.

A Development Agreement was approved with Jack M. Berry in 2005 to establish and define the rights and obligations of the Developer and the City regarding development of the site then known as Belmont Ranch. The agreement addresses impact fees, property dedications for utilities, road improvements, residential clustering, and open space requirements. The agreement was extended but expired on September 23, 2020. The Belmont Ranch Community Development District (CDD) was created in 2006 (Ord. 1155-06) to plan, construct, operate, and maintain the community infrastructure. The CDD was later dissolved in 2010 (Ord. 1266-10). A new CDD petition was established in 2019 (Ord. 1422-19).

**CITY COMMISSION
JANUARY 5, 2026**

Table 1: GENERAL OVERVIEW:

Applicant	Heather Wertz, Absolute Engineering, Inc.
Property Owner	Cassidy Holdings, LLC and Lucerne Park Investment, LLC
Subject Parcels	262720-000000-042010, 262720-000000-042030, 262720-000000-044010, 262720-000000-032040, 262720-000000-032010
Off-site Parcels	262720-000000-032030, 262720-000000-032020, 262719-489375-004080 and 262719-489375-004090
Existing Future Land Use	Residential (RES) and Conservation (CON)
Existing Zoning	Vintage Residential Neighborhood (VRN) and Conservation (CN)
Proposed Overlay District	Planned Unit Development (PUD)

PLANNED UNIT DEVELOPMENT (PUD) REQUEST:

The applicant, Cassidy Holdings, LLC and Lucerne Park Investment, LLC is requesting the assignment of the Planned Unit Development (PUD) Overlay District to the subject properties. The Future Land Use designation for portion of the property is Residential (RES), which permits residential planned unit developments. The applicant intends to construct the subdivision infrastructure first, followed by the development of single-family residential units for individual ownership. All properties will be platted into separate lots prior to the issuance of building permits.

The Master Site Development Plan covers approximately 132.94 +/- acres, including off-site utilities, recreation areas, and open space. The development proposes to incorporate standards from both the Planned Unit Development and Master Planned Community (Cluster Development) regulations while maintaining a single-family residential character.

TABLE 2: COMPARISON BETWEEN UNDERLYING ZONING DISTRICT AND PUD REQUEST

Development Standard	VRN	PUD
Maximum Density	4 du/ac	3.63 du/ac
Minimum Lot area/size	10,000 sf	5,500 sf
Minimum Lot width	70 ft	50 ft
Minimum Tree Canopy Coverage	30%	30%
Setbacks/Build-to:		
From Primary Street Lot Line	5-30 ft Parking 20 ft	5-30 ft Parking 20 ft
From Rear lot line	5 ft	7.5 ft
From Side lot line	10 ft	5 ft
From Side Street	15 ft	15 ft
Site ISR	40%	40%

**CITY COMMISSION
JANUARY 5, 2026**

ANALYSIS

The subject property is currently vacant. The property is in the Green Swamp Area of Critical State Concern (GSACSC). In the table below are a list of surrounding uses and FLU and Zoning assignments.

TABLE 3: SURROUNDING USES

Northwest:	North:	Northeast:
County FLUA/RR USE: Citrus and pasture	FLU: RES and CON ZN: VRN, RR and CON USE: Vacant and Camp Lake	FLU: RES, CON County FLU: A/RR ZN: VRN, CN USE: SFR, Wetland, Vacant
West:	Subject Property:	East:
FLU: RES, CON County FLU: A/RR ZN: VRN, CON USE: Wetlands and SFR	FLU: RES and CON ZN: VRN and CON USE: Vacant	FLU: MU, VRN, CON County: Polk County A/RR ZN: C-2, VRN, CN USE: SFR, Vacant
Southwest:	South:	Southeast:
FLU: RES AND CON ZN: VRN, CN USE: Wetland and SFR	FLU: RES AND CON ZN: VRN and CN USE: SFR, Wetland, Lake Eva and Vacant	FLU: URES, RES, PBG ZN: RN-2, VRN, P-B USE: School, Training Center, Wetland, Vacant
<i>Source: Site Visit and Aerials</i>		

Compatibility:

The property is located in an area that has Future Land Use designations of Residential and Conservation. It is in transition from its current agricultural uses. Properties of this type are generally annexed into municipalities to transition from agriculture to residential. The residential densities are often based on the adjacent areas and the availability of City services. This property was annexed in 2004 but never developed. The properties in the area are limited by the Green Swamp Area of Critical State Concern overlay district and the Conservation Future Land Use and Zoning based on the environmental conditions.

Density:

The Master Development Plan specifies that the Eden Hills Phase 3 project will include no more than 306 single-family units, resulting in a density of 3.63 units per acre (Condition #1). This density is comparable to surrounding neighborhoods and is permissible under the current zoning districts. Additionally, it is consistent with the maximum density of 4 units per acre allowed by the Comprehensive Plan for the applicable zoning category.

**CITY COMMISSION
JANUARY 5, 2026**

Public facilities and services:

The proposed project is not anticipated to degrade the Level-of-Service (LOS) standard of infrastructure and public service facilities within the surrounding area.

Potable Water:

The City of Lake Alfred will provide potable water services for the property and its development. The 2030 Comprehensive Plan establishes a potable water level of service of 277 gallons per equivalent residential unit (ERU) per day for residential uses for water, which would total 84,762 gpd based on ERU for 306 units. The City has the capacity to serve the project, and water facilities are located in the area. The City has a 12-inch water main located on the east side of Highway 557, which has available capacity to serve future development on the subject site. The developer will be responsible for connecting to the City's potable water system.

To ensure capacity, the City has continued its involvement with and has entered into interlocal agreements with the Heartland Water Alliance (HWA), Central Florida Water Initiative (CFWI), and the Polk Regional Water Cooperative (PRWC) program, as well as acquired additional properties to facilitate the construction of an additional water treatment plant to cater to the increasing demands.

Central Wastewater:

The City has a 12-inch force main located on the west side of Highway 557, which has available capacity to serve future development on the subject site. Future development of this property will be required to connect to the wastewater lines. The City determines the wastewater level of service rates based on the maximum development potential of the land. The 2030 Comprehensive Plan establishes a wastewater level of service rate of 130 gallons per equivalent residential unit (ERU) per day, which would be 39,780 gpd based on ERU. The project is proposed to be connected to the existing 8-inch force main at Old Lake Alfred Road and Cass Road in Phase 2 of Eden Hills or the existing force main along CR 557. A lift station is also proposed to be constructed in the northeast corner of Phase 3.

Solid Waste:

Per the City of Lake Alfred Comprehensive Plan, the Level of Service (LOS) for solid waste is a disposal of 8.00 pounds per person per day. Lake Alfred transfers solid waste collected in the City to the Polk County Landfill. As the operators of the landfill, the County plans for the capacity of all municipalities in the County and unincorporated areas. The proposed future development of the site are not anticipated to negatively impact the City's or County's ability to provide solid waste collection services.

Stormwater

City of Lake Alfred Comprehensive Plan -Policy 3.6- No development permit will be issued if it will result in the inability of the City to maintain the Levels of Service at or above the levels

**CITY COMMISSION
JANUARY 5, 2026**

established in this plan. Additionally, according to the City of Lake Alfred Comprehensive Plan, the LOS for Stormwater Management Facilities for new development is for it to be designed for a 25-year, 24-hour storm event.

Policy 2.3.7: Gross impervious surfaces within the Green Swamp ACSC shall be kept to a minimum by limiting paved areas and encouraging alternatives to impervious paving surfaces.

Policy 2.3.8: Stormwater retention facilities must retain the first three inches of runoff from substantially paved areas.

City of Lake Alfred Unified Land Development Code- Sec.2.3.3.K.6.e.i: LID strategies shall meet all stormwater management requirements required by the Southwest Florida Water Management District and any other permitting agencies.

The development is proposing an overall site ISR of 40% with a lot ISR of 59%. The development is proposing the use of shallow dry retention ponds. These retention areas shall meet requirements as stipulated in ULDC Sec.2.3.3.K.6.d.i (Condition # 2)

Florida Water Star certifications for the residential and recreational/amenity buildings. The certification would cover indoor plumbing, landscaping, and irrigation elements. (Condition #3)

Traffic/Transportation:

The subject site has frontage along Highway (CR) 557 and Old Lake Alfred Road, which serve as the primary access points for the site. The Polk County Transportation Planning Organization Roadway Network Database 2023 classifies these roads as Urban Collectors and is owned and maintained by Polk County. See traffic impact calculations provided below.

Table 4: ROADWAY NETWORK						
Link # Direction		Road Name	Current LOS	Available Capacity	Minimum LOS Standard	5 Year Projected LOS
4173	N	CR 557/Pomelo St. (US17/92 to I4)	B	740	D	B
4173	S	CR 557/Pomelo St. (US17/92 to I4)	B	740	D	B
8113	N	Old Lake Alfred Road (CR 557 to CR 557A)	C	790	D	C
8113	S	Old Lake Alfred Road (CR 557 to CR 557A)	C	790	D	C
<i>Source: 2023 Polk County Roadway Network Database</i>						

CR 557 is currently in Polk County's Capital Improvement Plan to widen this road from 2 lanes to 4 lanes to increase its capacity. Funds have been allocated through 2025, totaling \$82,735,000. Polk County is currently negotiating a proposed draft agreement with the developer. However, the developer will be required to make off-site roadway and improvements in conjunction with this project. The details of the scope of work for the project depicted in the attached permit will be changed and/or approved as deemed necessary by Polk County. (Condition #4).

**CITY COMMISSION
JANUARY 5, 2026**

Airports:

The subject site is not located within an Airport Buffer Zone.

Police and Fire:

Lake Alfred Fire Department, Lake Alfred Police Department, and Polk County Fire Rescue facilities are located within approximately 2.1 miles of the subject site. The City and County have the full capacity to serve the area.

Recreation:

The proposed development currently meets the recreational level of service established in the Comprehensive Plan by providing approximately 8.21 acres of recreation area in the Master Site Development Plan, including a 5-foot-wide pedestrian trail around the wetland and retention area to the north and south of the properties. In addition, this development will be required to meet the new active recreation standards which include a publicly accessible pocket park, neighborhood or community park within a five (5) minute walk of every residential unit. Two (2) neighborhood parks, six (6) Pocket parks, and one (1) Community Park and several trail systems are proposed and shall provide recreation facilities consistent with the new park ULDC provisions adopted by Ord 1566-25 (Condition #5).

School Impacts:

The Polk County School Board reviewed the application for impacts on the surrounding school system in conjunction with the other development applications in the area. They issued a binding school concurrency determination letter dated September 11, 2024 (attached) stating, "Therefore, this letter is a finding of adequate capacity to serve the proposed development." The number of units being proposed has since decreased from 498 units, as stated in the letter, to 306 units.

Environmental Conditions and Impacts:

Wetlands and Floodplains:

There are wetlands and floodplains within the "X" and "AE" Special Flood Hazard Area surrounding the subject property, which borders Lake Eva and Camp Lake. These areas are assigned to the Conservation future land use and zoning designations, which prohibits development. ULDC Section 7.3.4.D requires natural vegetative buffer areas to be retained between all development and all wetlands where such buffer areas exist. The applicant is proposing that the 50-foot wetland setback area be left in its natural state.

Protected Species:

The owner/applicant will be required to coordinate with appropriate regulating and permitting agencies, including submittal to the City, any required studies, and/or permits necessary to ensure compliance and protection of any protected species that may be on the site before any site development. (Condition #6)

**CITY COMMISSION
JANUARY 5, 2026**

SUMMARY OF PUD CONDITIONS

1. The Master Development Plan specifies that the Eden Hills Phase 3 project will include no more than 306 single-family units, resulting in a density of 3.63 units per acre. (Condition #1).
2. The development is proposing the use of shallow dry retention ponds. These retention areas shall meet requirements as stipulated in Unified Land Development Code Section .2.3.3.K.6.d.i. (Condition # 2)
3. Florida Water Star certifications for the residential and recreational/amenity buildings. The certification would cover indoor plumbing, landscaping, and irrigation elements. (Condition #3)
4. The developer will be required to make off-site roadway and improvements in conjunction with this project. The details of the scope of work for the project depicted in the attached permit will be changed and/or approved as deemed necessary by Polk County. (Condition #4)
5. All proposed parks within the subdivision must be designed and built in full compliance with the updated park standards outlined in the Unified Land Development Code (ULDC), as adopted by Ordinance No. 1566-25. (Condition #5)
6. The owner/applicant will be required to coordinate with appropriate regulating and permitting agencies, including submittal to the City, any required studies, and/or permits necessary to ensure compliance and protection of any protected species that may be on the site before any site development. (Condition #6)

SITE DEVELOPMENT PLAN REVIEW

Section 9.6.3 of the ULDC lists the following requirements for Site Development Plan Review:

Sec. 9.6.3. Review Criteria

A. Competent substantial evidence- - Met

As described in Section 9.1.2.D.5.

B. Consistency with comprehensive plan. - Met

The proposed development is consistent with the intended goals, objectives and policies of the City of Lake Alfred Comprehensive Plan.

C. Code Compliance. Met

**CITY COMMISSION
JANUARY 5, 2026**

The proposed development is in conformity with these regulations or as to desirable modification of such regulations in the particular case, based on determination that such modifications are justified as meeting public purposes.

D. Suitability. Met

The area is suitable for the type and pattern of development proposed in relation to the physical characteristics of the land, relation to surrounding areas, and other requirements of this Code.

E. Concurrency analysis. Met

The proposed development shall not degrade the Level of Service of one or more public facilities and services as identified in Article 8, and does not increase the cost of improvements to be undertaken by the City as stated in the Capital Improvements Element.

F. Context compatibility- Met

The proposed development shall not have any adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibilities and the general welfare of the City.

G. Community needs analysis. Met

The proposed development is necessary, beneficial, or desirable to the community and in the interest of furthering the Comprehensive Plan, of providing for the public convenience, or of contributing to the general welfare of Lake Alfred and Polk County; and shall not result in a detrimental concentration of a particular use within the City or within the immediate area.

H. Other considerations. Met

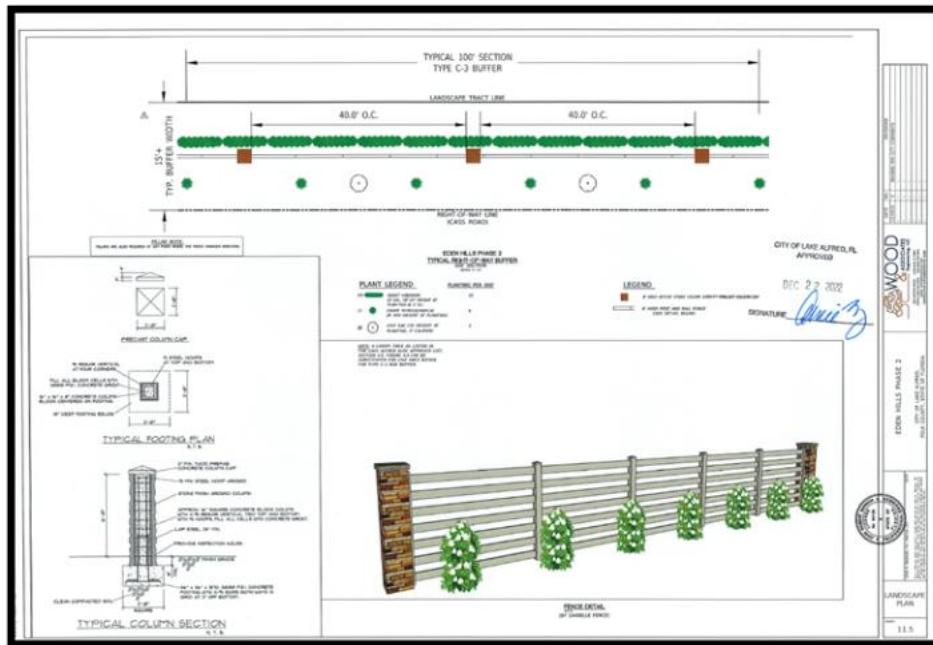
1. Evidence of unified control of the overall development site.
2. Suitability of any proposed agreements, or contracts, or other instruments that are to be executed to create, provide, operate and maintenance of common properties and/or facilities.
3. The need for such instruments or for amendments in those that have been proposed. Whether and to what extent, existing zoning and land use in the vicinity of the Conditional Use require special considerations and conditions.

INTEGRATED REVIEW REQUESTS:

The Applicant is proposing the use of a column/split rail fence with a minimum Type C landscape buffer with plantings consistent with what was approved and installed in Phase 2, along Cass Road and Old Lake Alfred Road.

**CITY COMMISSION
JANUARY 5, 2026**

The Applicant is proposing a buffer wall with a minimum 30' Type D landscape buffer. The landscape buffer will be adjacent to the public right-of-way external to the development. Proposed buffer wall along CR 557 shall meet the requirements outlined in ULDC Sec.4.5.8.



The applicant has also requested an integrated review of the following sections: Section 5.2.3.E (1) & (2)- Stub streets, Section 5.2.8.B- Pedestrian Passage/ Multi-Use Trail Figure 5.2.4.E- Street Types Table of the Unified Land Development Code (ULDC).

CONCLUSION:

Staff has coordinated with the Applicant regarding the proposed Developer's Agreement. The PUD provides the Applicant the opportunity to incorporate a variety of design standards within the development. The densities and intensities are regulated by the underlying future land use classifications and are not changing. The proposed development is also compatible with the existing development in the area.

PLANNING AND ZONING BOARD MOTION OPTIONS:

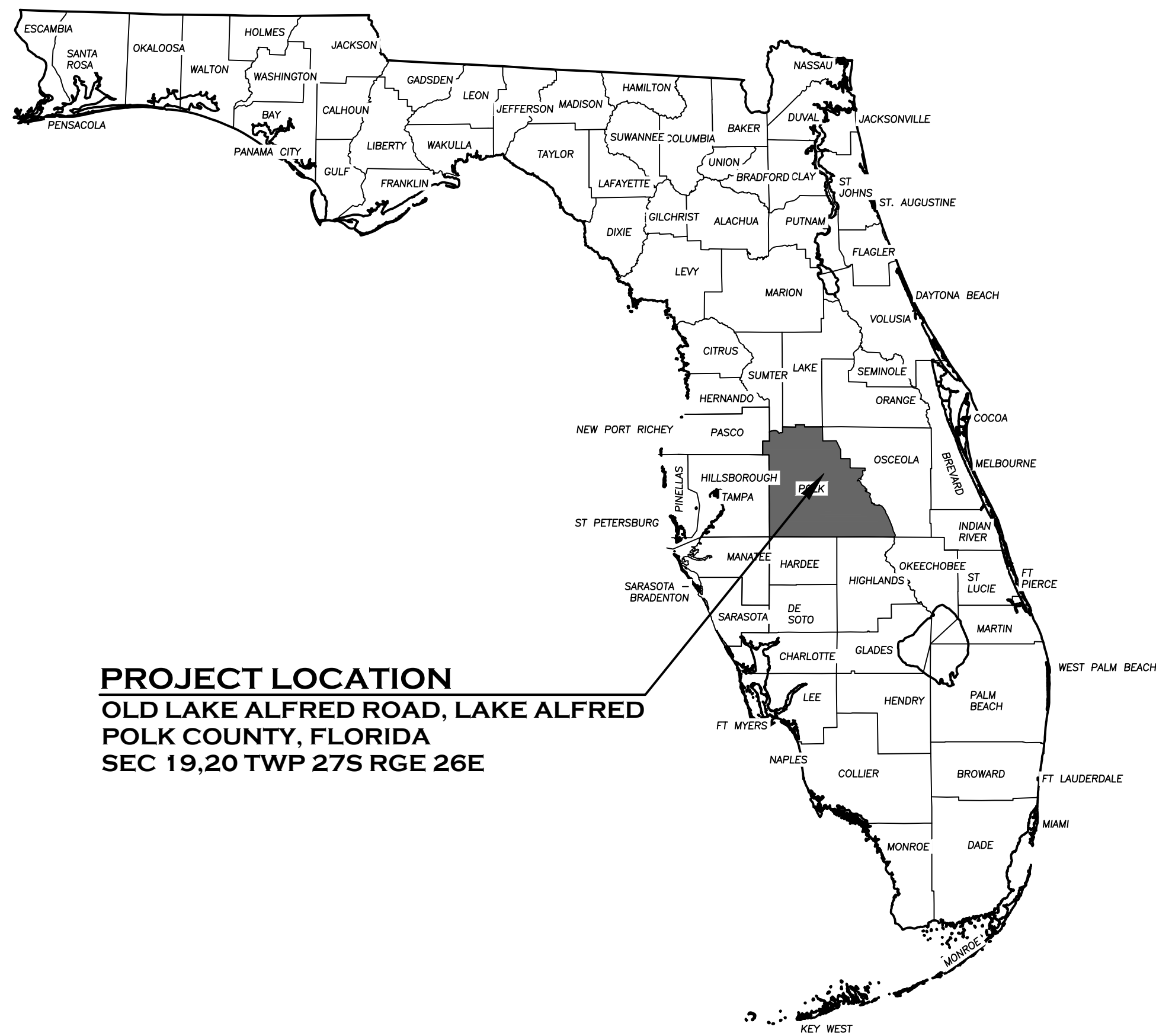
1. I move the Planning and Zoning Board forward the proposed Planned Unit Development Overlay District and Site Development Plan to the City Commission with a recommendation of **approval**.
2. I move the Planning and Zoning Board forward the proposed Planned Unit Development Overlay District and Site Development Plan to the City Commission with a recommendation of **approval with changes**.

**CITY COMMISSION
JANUARY 5, 2026**

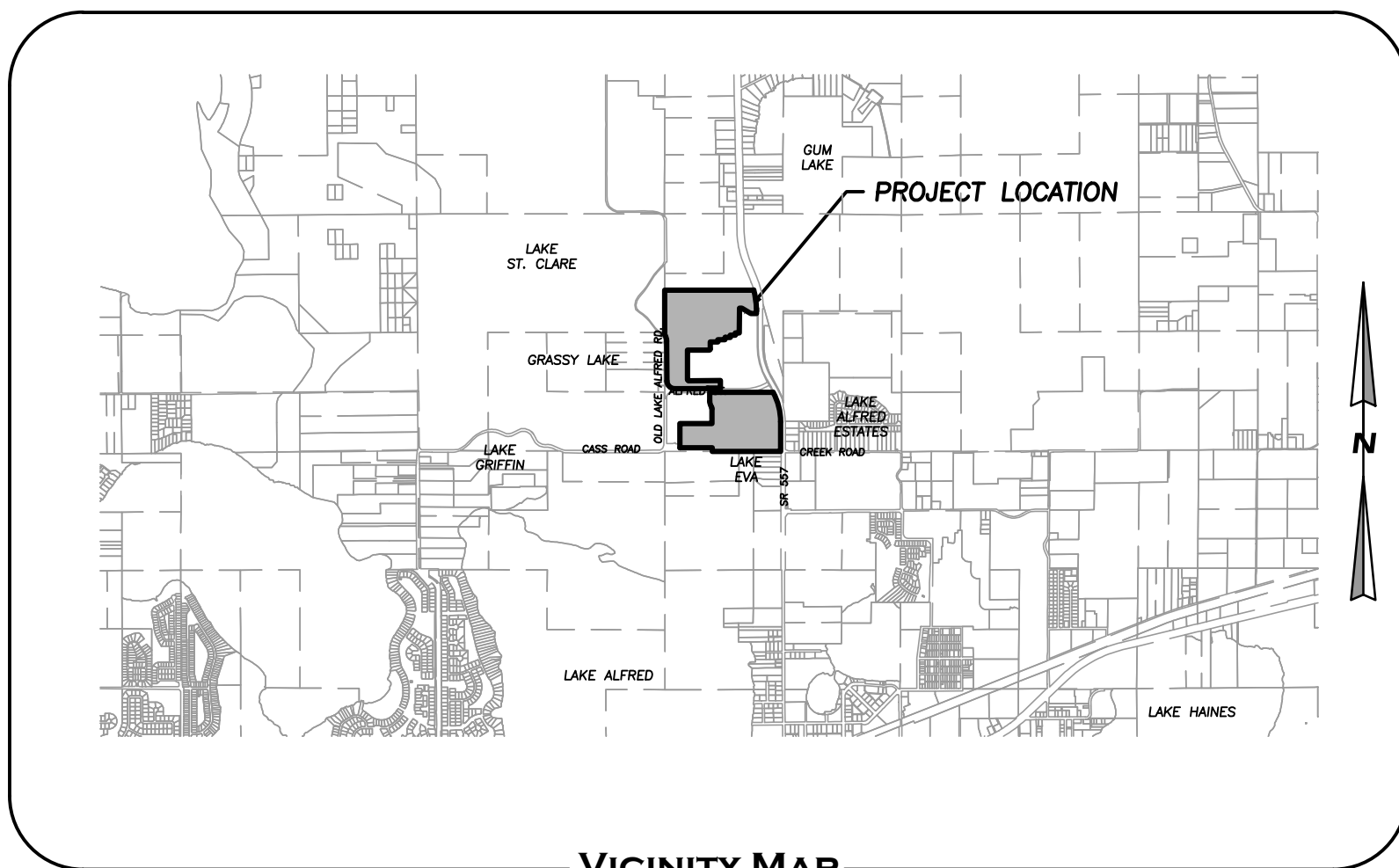
3. I move the Planning and Zoning Board forward the proposed Planned Unit Development Overlay District and Site Development Plan to the City Commission with a recommendation of **denial**.

EDEN HILLS SUBDIVISION

PHASE 3 PUD PLAN



PROJECT LOCATION
OLD LAKE ALFRED ROAD, LAKE ALFRED
POLK COUNTY, FLORIDA
SEC 19,20 TWP 27S RGE 26E



VICINITY MAP
SECTION 19,20 TOWNSHIP 27S RANGE 26E
NOT TO SCALE

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD29). CONVERSION FROM NGVD29 TO NAVD88 = -0.892 FEET

PROJECT IS LOCATED IN FLOOD ZONE X & AE ACCORDING TO FEMA F.I.R.M. COMMUNITY PANEL NO: 12105C 0355G DATED 12/21/16

OWNER

CASSIDY HOLDINGS, LLC
346 E. CENTRAL AVENUE
WINTER HAVEN, FL 33880
PH: (863)324-3698

ENGINEER

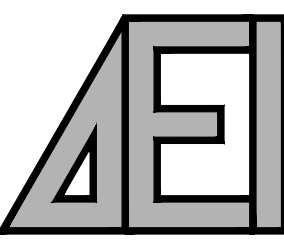
ABSOLUTE ENGINEERING, INC.
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
PH: (813) 221-1516
FAX: (813) 344-0100

OWNER

LUCERNE PARK INVESTMENT, LLC
346 E. CENTRAL AVENUE
WINTER HAVEN, FL 33880

SURVEYOR

GEOPPOINT SURVEYING, INC.
213 HOBBS STREET
TAMPA, FL 33619
PH: (813) 248-8888



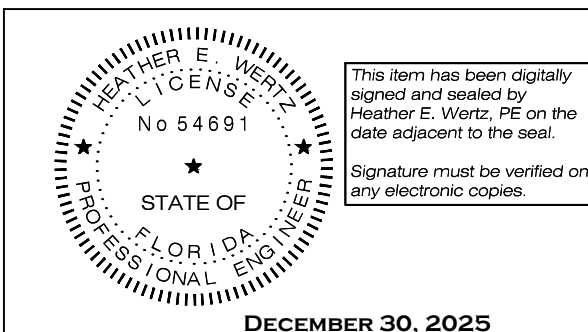
**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

SHT. NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	GENERAL DETAILS
4,5	SITE PLAN
6	TOPOGRAPHY SITE PLAN
7	PRELIMINARY UTILITY PLAN

REVISIONS		
DATE	SHEET NOS.	BY
06-19-2023	ALL SHEETS	JJM
08-10-2023	2, 3, 4, 6	JJM
10-11-2023	ALL SHEETS	JJM
10-27-2023	1, 2, 3, 5	JJM
11-17-2023	3, 4, 5, 6	JJM
09-06-2024	2-6	JMH
12-03-2024	2, 3, 4	JMH
07-23-2025	ALL SHEETS	MJB
09-02-2025	ALL SHEETS	MJB
10-24-2025	ALL SHEETS	MJB
11-17-2025	ALL SHEETS	MJB
12-2-2025	1, 2	MJB
12-30-2025	1, 2	MJB

CITY STAMP



P:\A22-0057 JMB Development LLC\0002 Eden Hills PH 3\Master\DWGs\ Preliminary\PrePlot\CS-101-PR01.dwg (DWG) hatched Dec 30, 2025 -- 11:50am

TRACT	DESCRIPTION	OWNERSHIP/MAINTAINED	TOTAL AREA	TOTAL OPEN SPACE	OPEN SPACE AREA (BUFFERS)	OTHER OPEN SPACE AREA	RECREATION AREA (ACTIVE/PASSIVE)	DRY POND AREA	LAKE AREA	WETLAND AREA	IMPERVIOUS AREA	FLOODPLAIN AREA	AQUIFER RECHARGE AREA	COMMENTS
A	RECREATION/OPEN SPACE	HOA	0.97	0.60			0.97				0.25		0.35	NEIGHBORHOOD PARK
B	POND/REC/OPEN SPACE	HOA	12.92	12.92	1.57	5.27	1.38	4.70			0.27	0.28	12.37	POCKET PARK & TRAIL
C	LAKE	SWFWMD	6.22						6.22					
D	RECREATION/OPEN SPACE	HOA	0.32	0.32			0.32				0.13		0.19	POCKET PARK
E1	OPEN SPACE	HOA	0.42	0.42		0.42							0.42	
E2	OPEN SPACE/ RECREATION	HOA	0.54	0.54			0.54				0.13		0.41	POCKET PARK
F1	OPEN SPACE/LANDSCAPE	HOA	0.66		0.66								0.66	
F2	OPEN SPACE/LANDSCAPE	HOA	0.19	0.19	0.19									
G	RECREATION/OPEN SPACE	HOA	0.38	0.38			0.38				0.13		0.25	POCKET PARK
H	LIFT STATION	CITY OF LAKE ALFRED	0.06											
I	RECREATION/OPEN SPACE	HOA	0.82	0.82			0.82				0.25		0.57	NEIGHBORHOOD PARK
J	OPEN SPACE	HOA	0.09	0.09	0.08	0.01						0.02		
K	LAKE	HOA	2.86						2.86					
L	POND/REC/OPEN SPACE	HOA	11.69	11.69	2.86	2.89	0.96	5.00			0.40	0.33	10.96	POCKET PARK & TRAIL
M	LAKE	SWFWMD	23.81						23.81					
N1	OPEN SPACE	HOA	0.05	0.05		0.05					0.03			TRAIL
N2	OPEN SPACE	HOA	0.16	0.16			0.16							TRAIL
P	OPEN SPACE	HOA	0.05	0.05			0.05				0.03			TRAIL
Q	OPEN SPACE	HOA	0.03	0.03			0.03				0.02			TRAIL
S	OPEN SPACE	HOA	0.01	0.01			0.01				0.01			TRAIL
T1	OPEN SPACE	HOA	0.03	0.03			0.03				0.02			TRAIL
T2	RECREATION/OPEN SPACE	HOA	0.30	0.30			0.30				0.13			POCKET PARK
U	OPEN SPACE	HOA	0.20	0.20		0.20							0.20	
V1	OPEN SPACE	HOA	0.39	0.39	0.39								0.39	
V2	OPEN SPACE	HOA	0.12	0.12		0.12								
W	RECREATION/OPEN SPACE	HOA	2.54				2.54							COMMUNITY PARK
	OFFSITE OPEN SPACE 1	CITY OF LAKE ALFRED	0.48	0.48		0.48						0.02	0.46	INCLUDED IN OPEN SPACE TOTAL
	OFFSITE OPEN SPACE 2	CITY OF LAKE ALFRED	1.94	1.94		1.94						0.20	1.74	INCLUDED IN OPEN SPACE TOTAL
	PHASE 2 RECREATION	HOA											3.70	Open Space = 50% of 7.4 Ac
	OFFSITE WETLAND	CITY OF LAKE ALFRED	6.49							6.49				
	COUNTY POND	POLK COUNTY	3.89	3.89	0.00			3.89				0.01	3.89	INCLUDED IN OPEN SPACE TOTAL
		TOTAL =	78.63	36.28	5.75	11.66	8.21	13.59	32.89	6.49	1.80	0.86	36.56	
	LOT AREA		40.23								23.74			
	RIGHT OF WAY AREA		14.08								8.45			
		TOTAL =	132.94	36.28	5.75	11.66	8.21	13.59	32.89	6.49	33.98	0.86	36.56	
* Phase 2 Recreation Area - not included in total area; only using 50% open space for aquifer recharge														
Tracts A and W are located in offsite Phase 2. All of Tract W is in Phase 2: A portion (0.37 ac.) of Tract A is in PH 2. Only open space portions of Tracts A and W located in Phase 3 are being counted as open space. They are being used to meet recreation requirement.														

BLOCK PERIMETER TABLE		
Block No.	Pedestrian Perimeter (1,600' MAX)	Vehicular Perimeter (2,400' AVG)
1	947	2,057
2	1,542	2,057
3	949	2,057
4	1,539	2,057
5	1,214	1,214
6	1,549	1,607
7	183	183
8A	500	1,687
8B	1,177	1,687
9	1,567	2,848
10A	1,540	2,848
10B	586	2,848
11	1,596	1,596
12A	1,222	1,222
12B	581	581
13	1,272	2,147
14	1,315	2,147
15A	350	350
15B	1,323	1,323
16	615	615
17A	250	250
17B	87	87
Average:	N/A	1,521

AREA BREAKDOWN (PHASE 3):

Overall Site Area (Including all offsite areas): 132.94 Ac.
Less Phase 2 Offsite Areas (2.54 + 0.37): 130.03 Ac.
Less Other Offsite Areas (0.48 + 1.94 + 6.49 + 3.89): 117.23 Ac.
Less Onsite Wetland/Lake Area: 32.89 Ac.
Net Residential Area: 84.34 Ac.
Open Space Required: 84.34 Ac. x 30% = 25.30 Ac.
Open Space Provided: 36.28 Ac.
Number of units: 306 Units; Density Allowed: 4.0 units/ac.
Max. Units Allowed: 84.34 Ac. * 4.0 units/ac = 337 units
Density Provided: 306 units/84.34 Ac. = 3.63 units/ac.

DEVELOPMENT STANDARDS:

Existing Zoning: VRN & CON
Proposed Zoning: PUD
Future Land Use: Res & Con
Based on Cluster Design Section 3.6.3 of ULDC & PUD Ordinance -----25
Maximum Density: 4.0 units/acre
Minimum Lot Area: 4,000 SF
Minimum Lot Width: 28 ft
Minimum Floor Area (Living): 960 sf
Front Yard Setback (Primary): Build to 5 ft Min. and 30ft max.
Front Yard Setback (Parking): 20 ft
Front Yard Setback (Street Side): 15 ft
Rear Yard Setback: 7.5 ft
Side Yard Setback: 5 ft
Maximum Site Impervious Surface: 40%
Maximum Building Height: 36 ft.
30% Canopy Coverage required on Construction Plans.
Lot Detail - 50' Min x 110' Deep
Road Section - 50' R/W, 20' pavement, Type F Curb & Gutter, 5' Sidewalks both sides
Parking Required: 2 spaces/unit = 306 * 2 = 612
Parking Provided: 2 spaces/unit = 306 * 2 = 612 (Garage or driveway spaces)
Average Vehicle Block Perimeter = 2,400 LF
Average Pedestrian Block Perimeter = 1,600 LF
Recreation Required: 1,000 SF Per Unit * 306 Units/43,560 AC/SF = 7.02 AC
Recreation Provided: 8.21 AC
Bus Stops Required: 1/125 units * 306 units = 3
Bus Stops Provided: 3

SITE ISR CALCULATION

- LOT AREA = 40.23 ACRES
- OPEN SPACE = 36.28 ACRES
- TOTAL RIGHT-OF-WAY AREA = 14.08 ACRES
- IMPERVIOUS LOTS (59%) = 23.74 ACRES
- IMPERVIOUS RIGHT-OF-WAY = 8.45 ACRES
- IMPERVIOUS OPEN SPACE = 1.80 ACRES
- TOTAL IMPERVIOUS AREA = 33.98 ACRES
- TOTAL DEVELOPMENT AREA = 84.34 ACRES
- PROPOSED SITE ISR (33.94/84.34) = 40%
- ALLOWABLE SITE ISR = 40%

LOT ISR CALCULATION (AQUIFER RECHARGE CALCULATION)

AQUIFER RECHARGE AREA = 36.56 = 43%
DEVELOPMENT AREA 84.34

PER LAND DEVELOPMENT CODE FIGURE 2.3.3.K AQUIFER RECHARGE/ISR CONVERSION MATRIX:

AQUIFER RECHARGE %	MAXIMUM ISR PER LOT
30%	0.50
39%	0.59
SITE> 40%	0.60

=0.59 ISR ALLOWABLE FOR LOTS

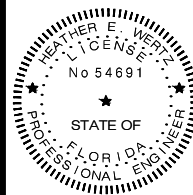
CITY STAMP

UTILITY COMPANIES - LIST OF CONTACTS

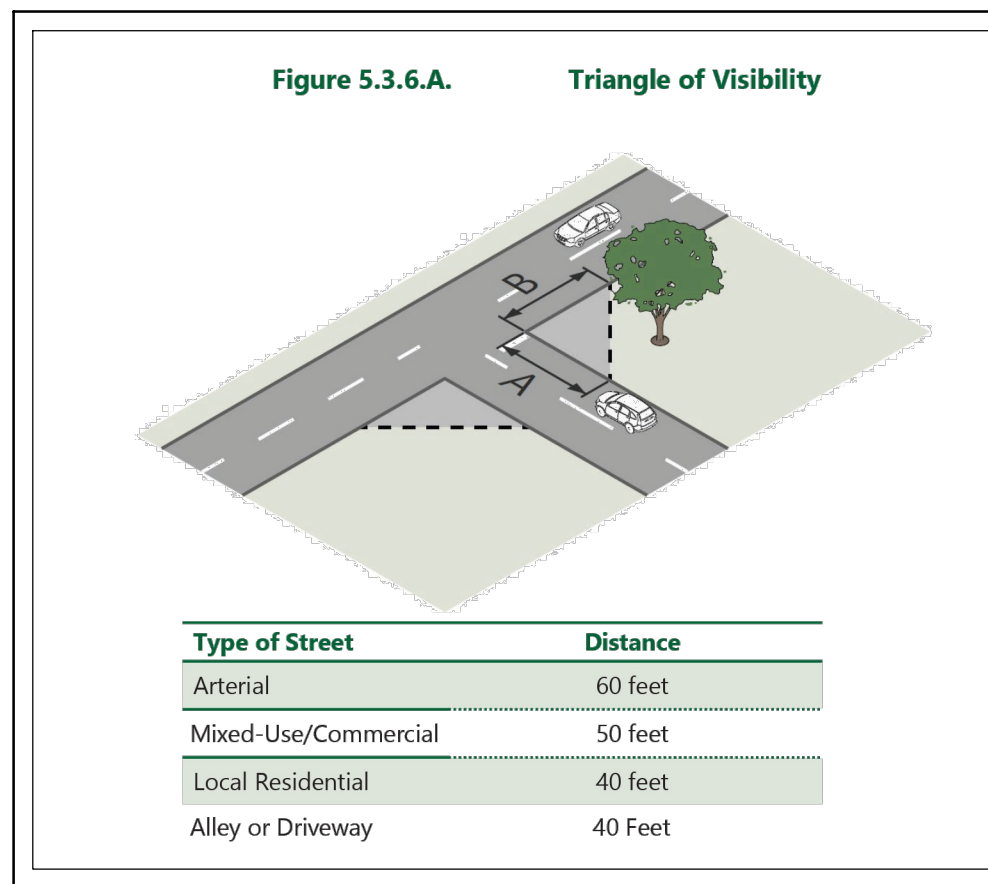
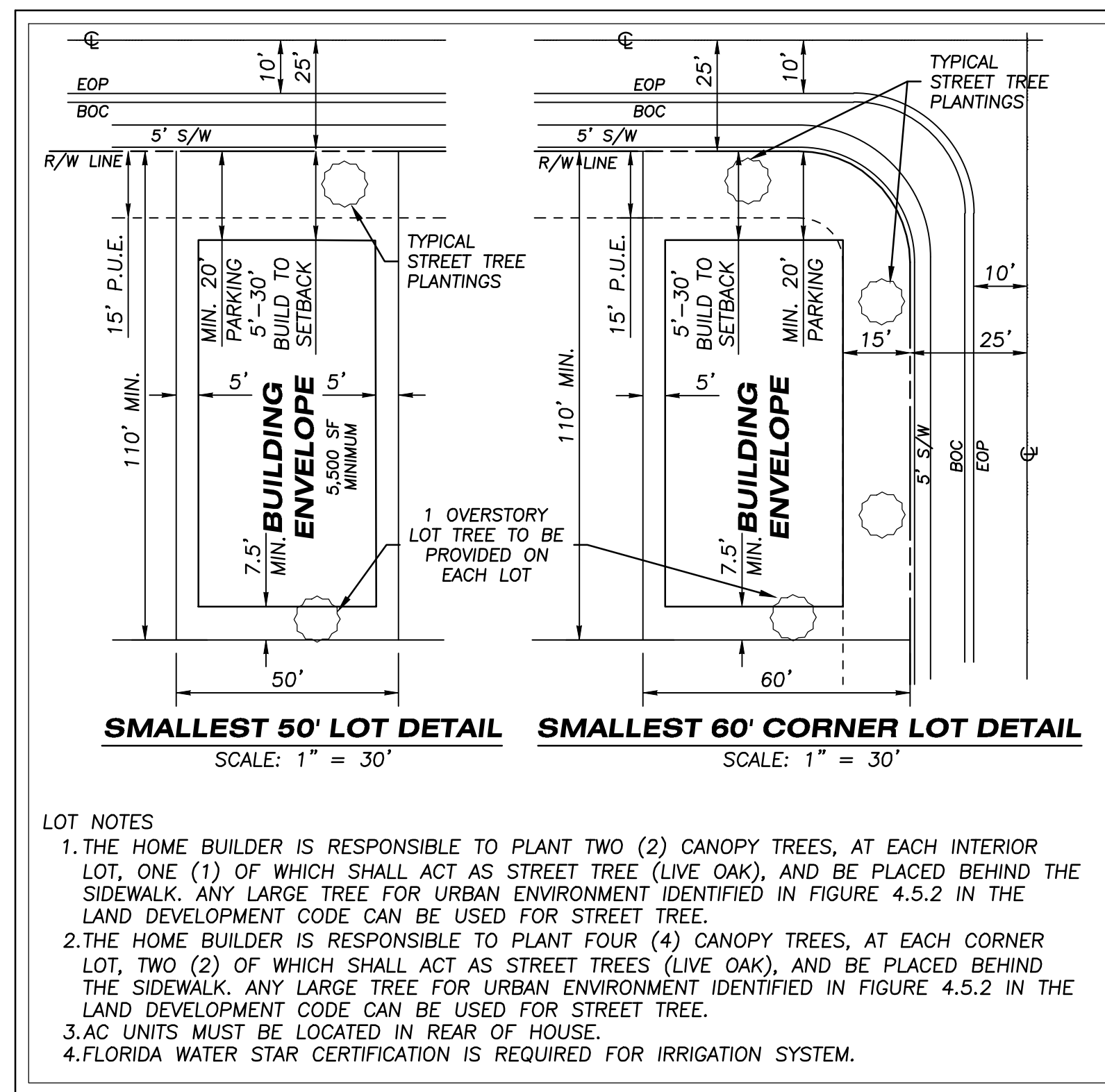
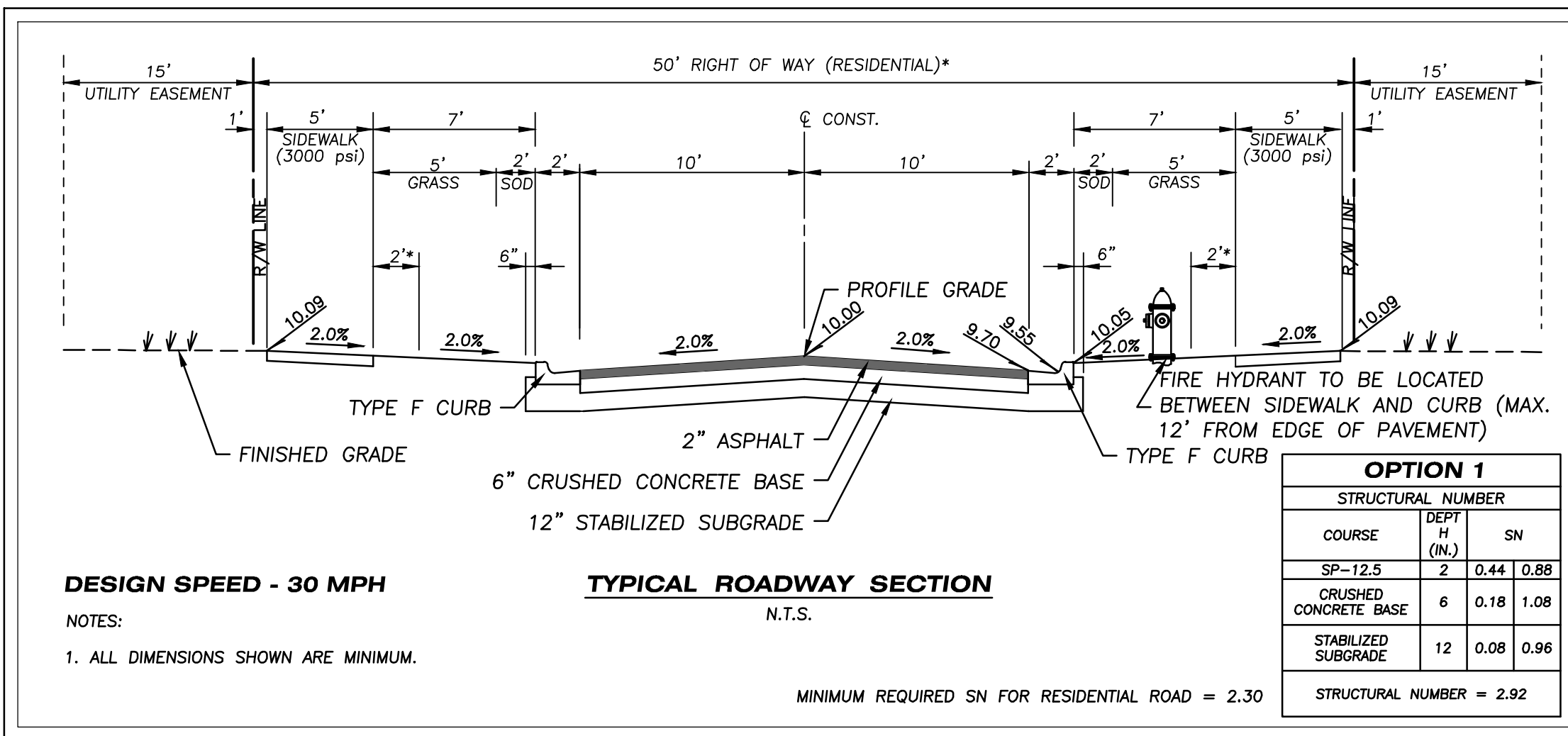
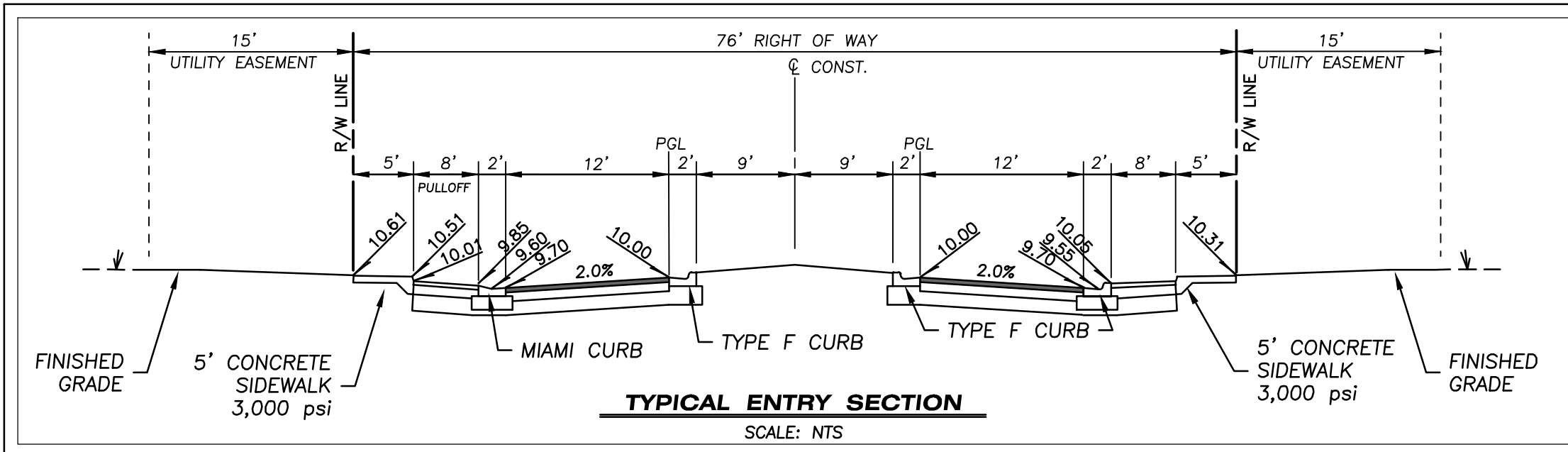
WATER/SEWER: CITY OF LAKE ALFRED PUBLIC WORKS - UTILITIES CLIFTON BERNARD 500 N. RAMONA AVE. LAKE ALFRED, FL 33850 PH: 863-291-5274	CABLE SPECTRUM LINDA SANSON OR DARIN DANIELS 21004 U.S. HIGHWAY 92 AUBURNDALE, FL 33823 PH: 863-288-2340	GAS TECO-PEOPLES GAS JIM JUSTICE 445 KATHLEEN ROAD LAKELAND, FL 33813 PH: 863-603-2228
ELECTRIC TECO 702 N. FRANKLIN STREET TAMPA, FL 33602 PH: 813-635-1500	TELEPHONE VERIZON COMMUNICATIONS SCOTT M. WALLS 7701 TELCON PARKWAY TEMPLE TERRACE, FL 33637 PH: 813-632-3822	

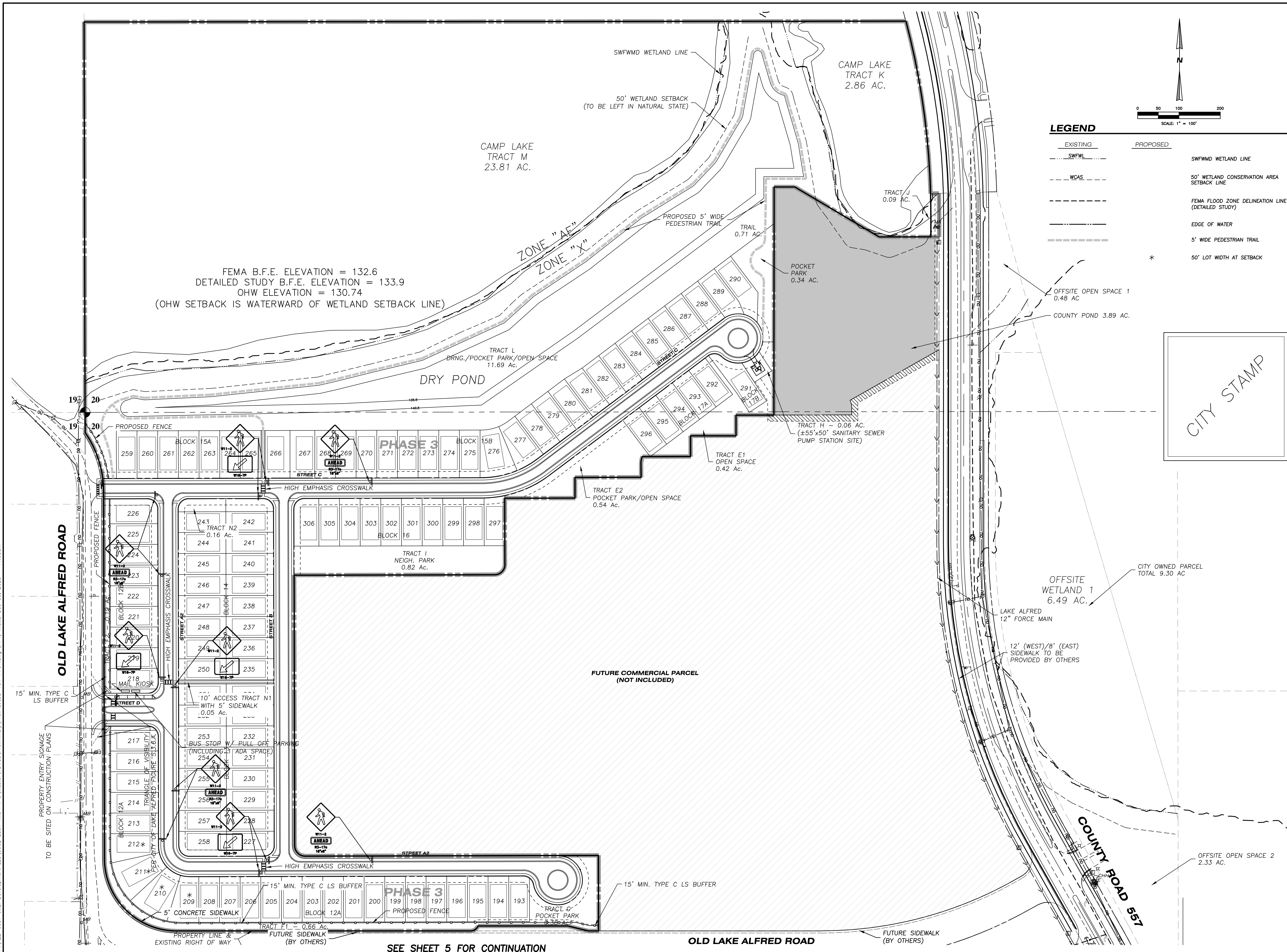
GENERAL NOTES

EDEN HILLS SUBDIVISION PHASE 3 PUD PLAN
OLD LAKE ALFRED ROAD, LAKE ALFRED
POLK COUNTY, FLORIDA

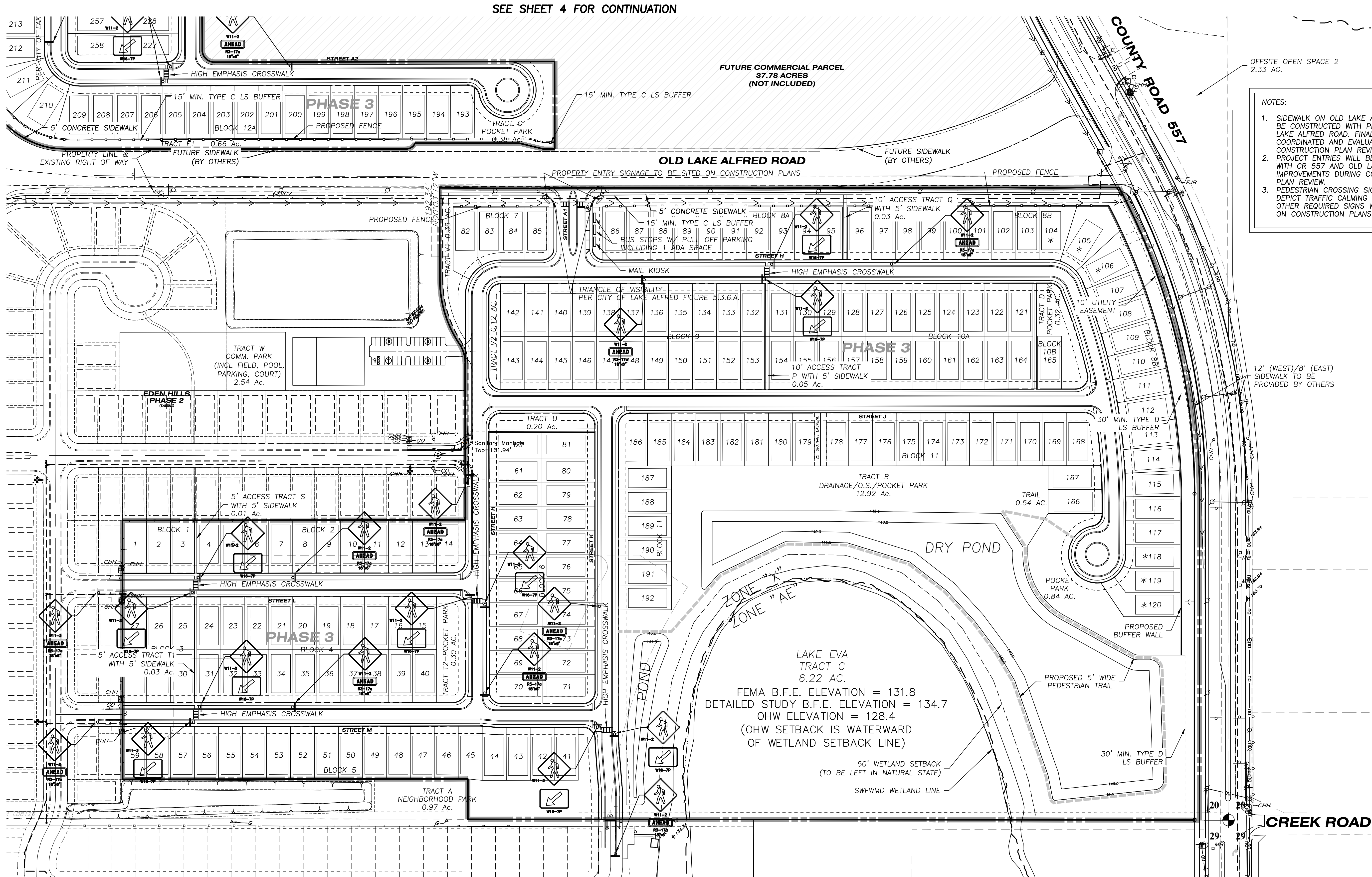


DATE:	06-17-2022
SEC TWP RING:	19,20/27S/26E
JOB #:	A22-0041-0035
DRAWN BY:	JJM
CHECKED BY:	WERTZ





P:\A22-0037 JMB Development LLC\0002 Eden Hills PH 3\Master\DWG's\Preliminary\PrePlan\CS-101-PF01.dwg (PP2) matts Dec 05, 2025 -- 11:06am



- NOTES:
1. SIDEWALK ON OLD LAKE ALFRED ROAD TO BE CONSTRUCTED WITH PHASE 3 OR OLD LAKE ALFRED ROAD. FINAL DESIGN WILL BE COORDINATED AND EVALUATED DURING CONSTRUCTION PLAN REVIEW.
 2. PROJECT ENTRIES WILL BE COORDINATED WITH CR 557 AND OLD LAKE ALFRED ROAD IMPROVEMENTS DURING CONSTRUCTION PLAN REVIEW.
 3. PEDESTRIAN CROSSING SIGNS SHOWN TO DEPICT TRAFFIC CALMING MEASURES. ALL OTHER REQUIRED SIGNS WILL BE SHOWN ON CONSTRUCTION PLANS.

ABSOLUTE

ENGINEERING, INC.

(813) 291-1516 TEL

(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 205

TAMPA, FLORIDA 33602

DATE:

06-17-2022

SEC TWP RNG:

19,20/27S/26E

JOB #:

A22-0041-0035

DRAWN BY:

JJM

CHECKED BY:

WERTZ

5

SITE PLAN

EDEN HILLS SUBDIVISION PHASE 3 PUD PLAN

OLD LAKE ALFRED ROAD, LAKE ALFRED

POLK COUNTY, FLORIDA

BY SHEET TITLE:

JJM

NO.

DATE

REVISION

2

06-18-23

REAL TRAIL, BUS STOP PKG

3

08-10-23

BUS STOPS, ACCESS TRACTS, NOTES

4

10-26-23

FEMA LABELS, ACCESS TRACT LABELS

5

11-17-23

FEMA DETAILED STUDY ELEVATION

6

09-06-24

PARK & OPEN SPACE, UNIT COUNT

7

12-03-24

TRACT W CALLOUT

8

07-23-25

REMOVE LOTS FROM COMMERCIAL PARCEL

9

09-02-25

TRACTS, VISIBILITY TRIANGLES, COMM WATCH

10

10-24-25

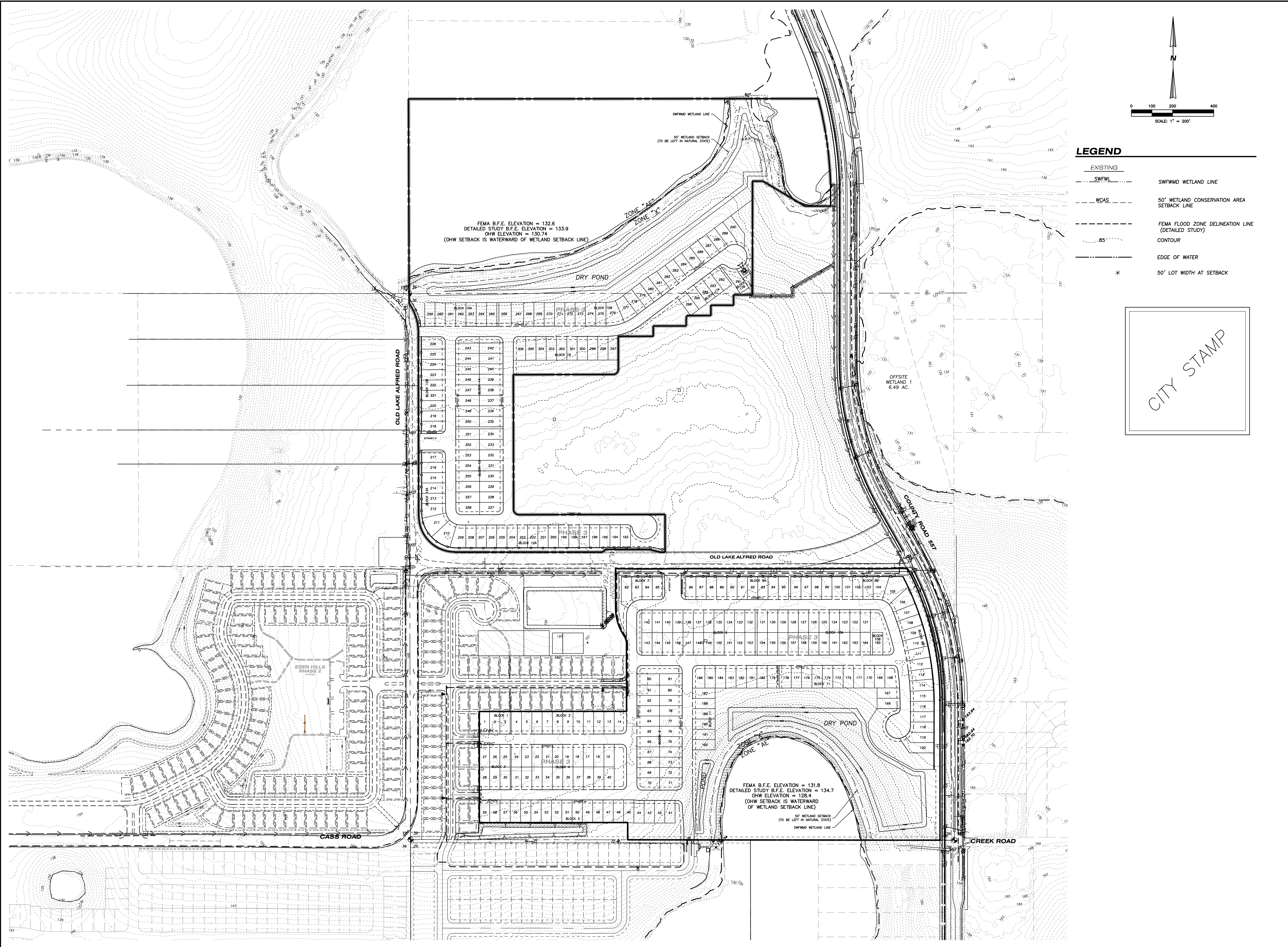
LOT LAYOUT, ENTRANCE

11

11-17-25

ADD/MOVE SIDEWALKS

P:\A22-0037 JMB Development LLC\0002 Eden Hills PH 3\Master\DWG's\ Preliminary\Topo\CS-101-PP01.dwg (TOP) mtdb Dec 05, 2025 -- 11:06am



ABSOLUTE
ENGINEERING, INC.

(813) 221-1516 TEL
(813) 544-0100 FAX
C.A. NO. 28358
1000 N. ASHLEY DRIVE, SUITE 205
TAMPA, FLORIDA 33602

TOPOGRAPHY SITE PLAN

EDEN HILLS SUBDIVISION PHASE 3 PUD PLAN
OLD LAKE ALFRED ROAD, LAKE ALFRED
POLK COUNTY, FLORIDA

NO.

DATE

REVISION

BY

SHEET TITLE

1

03-10-23

ADD CONTOURS

JJM

2

06-19-23

REV. TRAIL, TRAIL CORRS, BUS STOP PKG, AS SITE

JJM

3

11-17-23

FEMA DETAILED STUDY ELEVATION

JJM

4

09-06-24

PARK & OPEN SPACE, UNIT COUNT

MJB

5

07-23-25

REMOVE LOTS FROM COMMERCIAL PARCEL

MJB

6

09-02-25

LAYOUT

MJB

7

10-24-25

LAYOUT & TOPO

MJB

8

11-17-25

PHASING

MJB

DATE:

06-17-2022

SEC TWP RING:

19,20/27S/26E

JOB #:

A22-0041-0035

DRAWN BY:

JJM

CHECKED BY:

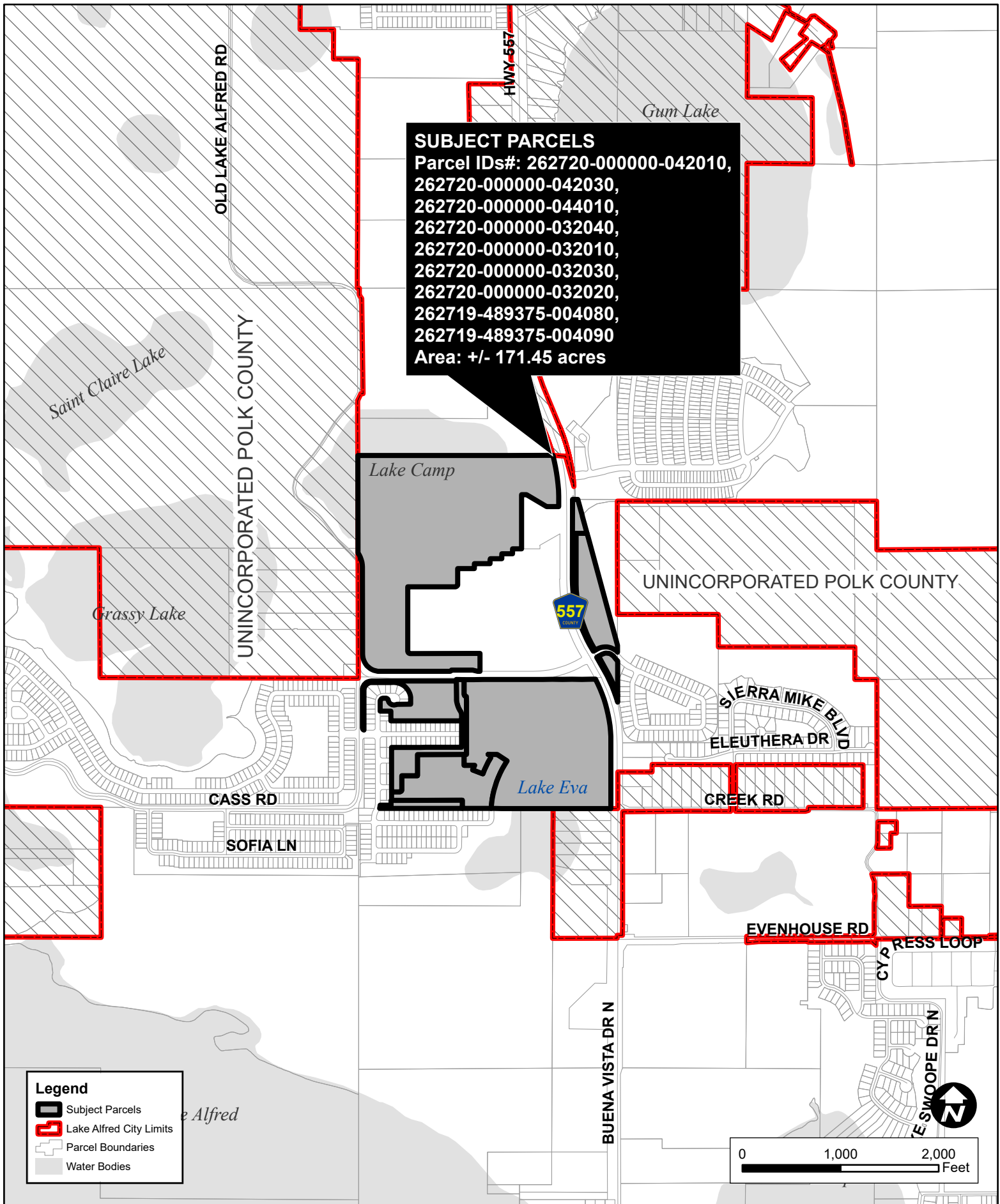
WERTZ

6

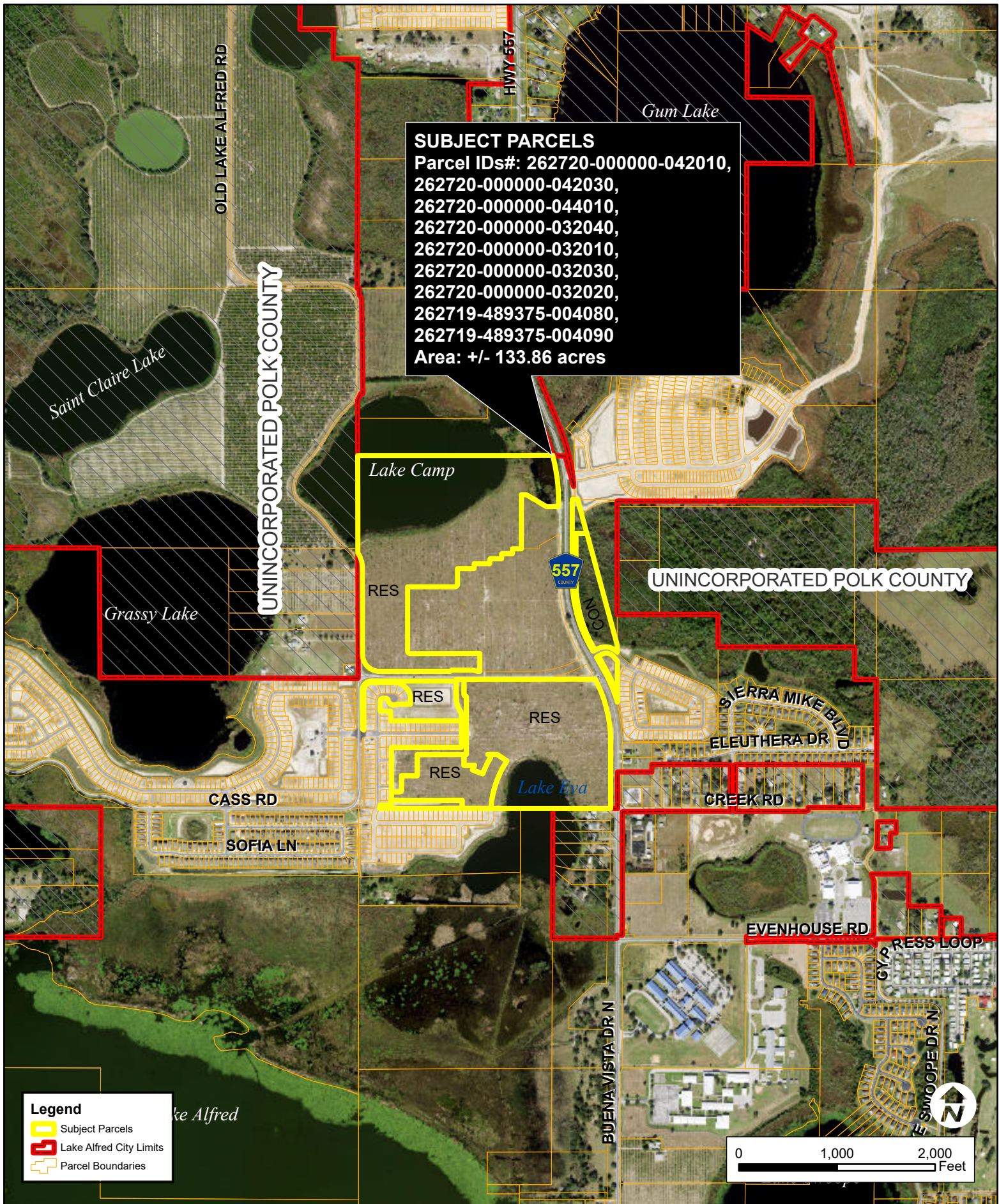
Professional Engineer Seal for J. J. M. (JJB) No. 54681, State of Florida, expires 12/31/2025.

December 5, 2025

CITY OF LAKE ALFRED
LOCATION MAP



CITY OF LAKE ALFRED
AERIAL PHOTO MAP

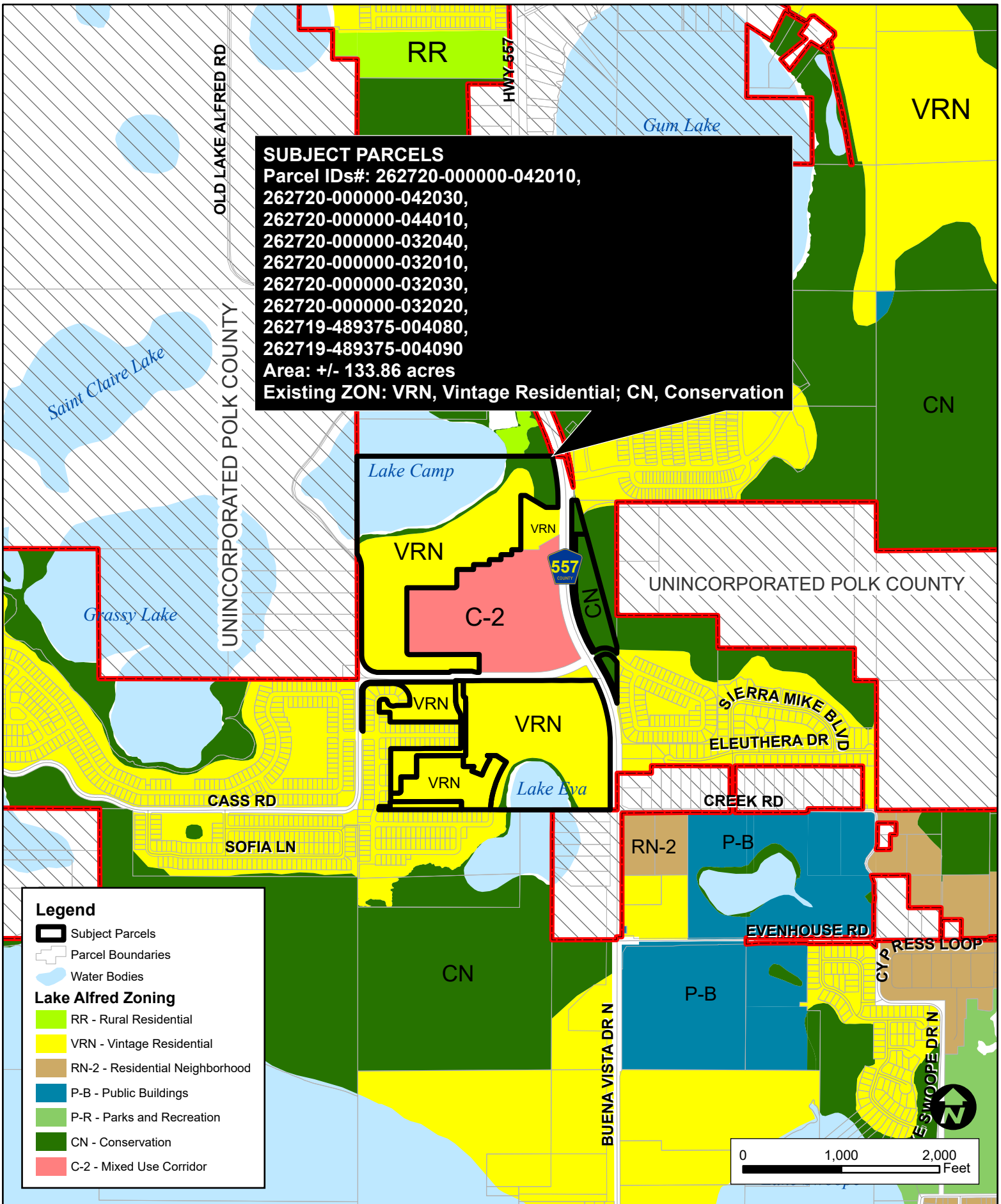


CITY OF LAKE ALFRED EXISTING ZONING MAP

SUBJECT PARCELS

Parcel IDs#: 262720-000000-042010,
262720-000000-042030,
262720-000000-044010,
262720-000000-032040,
262720-000000-032010,
262720-000000-032030,
262720-000000-032020,
262719-489375-004080,
262719-489375-004090
Area: +/- 133.86 acres
Existing ZON: VRN, Vintage Residential; CN, Conservation

Existing ZON: VRN, Vintage Residential; CN, Conservation



CITY OF LAKE ALFRED PROPOSED ZONING MAP

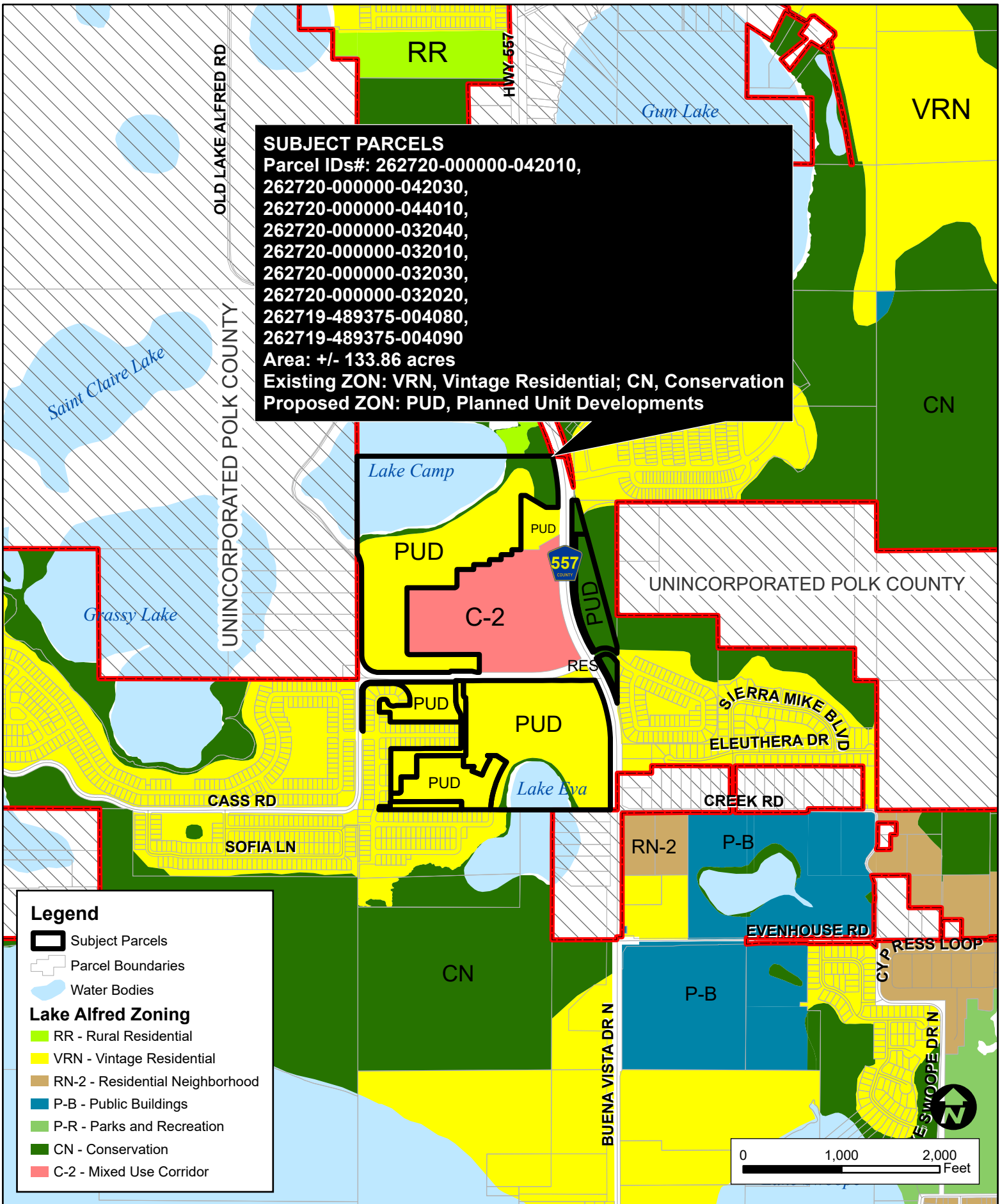
SUBJECT PARCELS

Parcel IDs#: 262720-000000-042010,
262720-000000-042030,
262720-000000-044010,
262720-000000-032040,
262720-000000-032010,
262720-000000-032030,
262720-000000-032020,
262719-489375-004080,
262719-489375-004090

Area: +/- 133.86 acres

Existing ZON: VRN, Vintage Residential; CN, Conservation

Proposed ZON: PUD, Planned Unit Developments





POLK COUNTY PUBLIC SCHOOLS

BOARD MEMBERS

Dr. William Allen
Board Chair
District 1

Justin Sharpless
Board Vice-Chair
District 6

Lori Cunningham
District 2

Rick Nolte
District 3

Sara Beth Wyatt
District 4

Kay Fields
District 5

Lisa Miller
District 7

C. Wesley Bridges, II
General Counsel

ADMINISTRATION

Frederick R. Heid
Superintendent

September 11th, 2024

PCSB: 2024-091101

Cassidy Holdings, LLC
Attn: Heather E. Wertz
1000 N. Ashley Dr. Suite 925
Tampa, FL 33602
(813)-221-1521
Email: heatherw@absoluteng.com

Dear Ms. Wertz:

This letter is in response to your request for a **binding school concurrency determination** for the proposed **Eden Hills Phase 3** project located on parcel number 262720-000000-042010, 262720-000000-042030, 262720-000000-044010, 262720-000000-032040, 262720-000000-032010, 262720-000000-032030, and 262720-000000-032020. Currently there is sufficient capacity at the **zoned** High school. There is insufficient capacity at the zoned elementary, and middle school; however, between the zoned and adjacent schools there is adequate capacity. **Therefore, this letter is a finding of adequate capacity to serve the proposed development.** Please see the table below for concurrency analysis.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Lake Alfred (Zoned)	878	998	114	498 SF	104	Partial (+6) (-98)
Elbert (Adjacent)	597	980	325	498 SF	104	Partial (+58) (-46)
Polk City (Adjacent)	539	685	100	498 SF	104	Partial (+46) (-58)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
J L Stambaugh (Zoned)	1,087	1,208	146	498 SF	44	No (-25)
Bella Cita (Adjacent)	235	688	145	498 SF	44	Yes (+308)

STUDENTS FIRST



1915 S. Floral Ave.
Bartow, FL 33830



P.O. Box 391
Bartow, FL 33831



863-534-0500



polkschoolsfl.com

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Auburndale (Zoned)	1,776	2,404	534	498 SF	72	Yes (+94)

The School Board of Polk County has encumbered the available capacity **pending** the certificate of concurrency from the city of Lake Alfred.

Prior to the city of Lake Alfred's issuance of a final development order (**approved platting**), the seats will be reserved for a period of 18 months in accordance with Section 4.E.2 (a & d) below of the adopted Interlocal Agreement for Public School Facilities Planning.

Once the final development order has been issued by the city, the development must have proceeded to the horizontal construction phase prior to the end of the eighteen (18) month period for reserved capacities and the agreement to remain valid. At a minimum, this construction shall include rough lot grading consistent with an approved Water Management District Stormwater Permit. The construction phase shall exclude model homes.

4.E.2d. If the development does not proceed to construction with the specified period and school concurrency lapses, then the applicant may request the affected local government to issue a renewed certificate of school concurrency. As part of this request, the applicant must confirm that relevant project information remains the same as previously submitted or provide updated project details. The local government will renew the certificate of school concurrency if the School Board determines that there continues to be adequate school capacity to serve the proposed development subject to the provisions of 4.E.1.

After the eighteen (18) month period, if the governing municipality withdraws, terminates, or suspends the concurrency, then the applicant must reapply for school capacity determination. Please call the facilities planning and real estate department at 863-534-0620 ext. 581 or email at planning@polk-fl.net if you need any further assistance.

Sincerely,

D Rodriguez



Dulce Rodriguez | Senior Coordinator
Facilities Planning & Real Estate Department | Polk County Public Schools
1909 South Floral Avenue, Bartow, FL 33830
T: (863)-534-0620 x883 / dulce.rodriquez@polk-fl.net

c: Amee' Bailey, Community Development Director - City of Lake Alfred abailey@mylakealfred.com
Erika Tulloch, City of Planner- City of Lake Alfred cplanner@mylakealfred.com



1915 S. Floral Ave.
Bartow, FL 33830



P.O. Box 391
Bartow, FL 33831



863-534-0500



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The following are excerpts from the Planning and Zoning Board minutes held on December 8, 2025, for the Eden Hills Phase 3 PUD Site Development Plan from Deputy City Clerk Lita O'Neill.

Chair Gearhart introduced the first business item for consideration on the agenda and invited staff to present.

Business Item No. 1: Eden Hills Phase 3-PUD Site Development Plan

The Interim Community Development Director gave an overview of the proposed Phase 3 Planned Unit Development (PUD) for the Eden Hills Community Development District, followed by a more detailed analysis from the City Planner.

The Interim Community Development Director explained that standard zoning provisions were invalidated by Senate Bill 180, so the applicant is proceeding under alternate PUD standards. These standards require 1,000 square feet of active recreation space per unit, totaling about 7.02 acres of park space. This area includes the proposed pocket parks shown on the site plan, shaded green on the map. Additionally, the proposed development application is a continuation and is consistent with the previous phases of Eden Hills, providing for reduced lot sizes and an approximate density of 3.36 units per acre, which is below the four units per acre density required by the VRN zoning classification in the Green Swamp Overlay District. Notable conditions for the PUD include the Florida Water Star requirements on residential units for water conservation. While this is required in the standard code, it is also emphasized in the PUD standards. Each residential unit that is constructed will have to meet Florida Water Star standards. This includes front-lawn irrigation, reduced turf area, and Water Star appliances within the homes.

The Interim Community Development Director explained that County Road 557 is currently in the county's capital improvement plan for widening from two lanes to four lanes, and the developer will be required to make off-site roadway improvements in conjunction with this project. Since CR 557, Cass Road, and Old Lake Alfred Road are all under the county's jurisdiction, not the city's, the timing of the roadway improvements will be determined by the county; however, one of the conditions of this PUD is that road improvements be completed on Cass Road and Old Lake Alfred Road.

The Interim Community Development Director yielded to the staff planner for a detailed presentation and analysis.

The City Planner noted the public noticing requirements were met for the public hearing and stated the applicant's name, Heather Wertz, Absolute Engineering, on behalf of the property owners, Cassidy Holdings, LLC, and Lucerne Park Investment, LLC.

The City Planner provided the staff report and analysis.

The location of the project was noted as located west of CR 557, North, South, and East of Old Lake Alfred Rd, further described as parcels 262720-000000-042010, 262720-000000-042030, 262720-000000-044010, 262720-000000-032040, 262720-000000-032010, and offsite parcels 262720-000000-032030, 262720-000000-032020, 262719-489375-004080, and 262719-489375-004090.

The applicant's request is to add the assignment of the Planned Unit Development (PUD) Overlay designation to accommodate a single-family home subdivision containing approximately 306 lots. The applicant has submitted a Master Site Development Plan (MSDP) proposing a density of 3.63 units per acre.

Staff reviewed the application for the Planned Unit Development (PUD) Overlay District for consistency with the City of Lake Alfred Future Land Use Element of the Comprehensive Plan and the Unified Land Development Code. Per provisions of the Commission-adopted Ordinance 1566-25, ULDC Sec. 2.3.5. 1.3, a Developer's Agreement is required for all PUDs. The required Developer's Agreement (DA) is scheduled to be presented before the City Commission at second reading/adoption hearing.

The applicant requests assignment of a residential Planned Unit Development (PUD) Overlay District to the subject properties. The existing Future Land Use designation is Residential (RES), which allows residential planned unit developments.

The Master Site Development Plan (MDP) covers approximately 132.94 acres, including off-site utilities, recreation areas, and open space; and, pursuant to Section 9.6.2.D of the City of Lake Alfred Unified Land Development Code (ULDC), the MDP includes certain variance request(s) which are included as part of the joint review application.

The development proposes to incorporate standards from both the Planned Unit Development and Master Planned Community (Cluster Development) regulations while maintaining a single-family residential character.

The Interim Community Development Director informed the Board that the original Phase 3 plan was designed to extend to CR 557. The number of units in the Eden Hills Phase 3 site plan has been reduced due to the project's reduced size.

Chair Gearhart opened the floor for public comment after staff completed their presentation.

George Machonas, who stated he owns three parcels across the street from the subject property, expressed concerns about public safety from CR 557 to Old Lake Alfred Road.

The Interim Community Development Director stated that certain road improvements will be made concurrently with the development of the subject property.

Jasmine Felix, 2023 Airedale Way, who moved here in 2024, expressed concerns about commercial development because she likes the small-town feel of Lake Alfred.

The Interim Community Development Director stated that the City has requested that road improvements be completed as a condition of this development.

Ms. Felix asked whether the road improvements would be completed before vertical construction.

City Attorney Seth Claytor explained the concurrency process as related to development projects. Attorney Claytor stated that the Developer's Agreement would include specific conditions requiring the developer to complete certain improvements before issuing any certificates of occupancy.

Ms. Felix asked whether this condition would apply to the proposed commercial development along CR 557. **City Attorney Claytor** noted that is a separate issue from the item in front of the Planning Board. **The Interim Community Development Director** explained that the applicant is only going to make the road improvements required within the scope of this development. The intersection is slated to be improved, whether the commercial development comes through or not.

Ms. Felix thanked staff for the response.

Jennifer Lowe, 1116 Old Lake Alfred Road, asked for clarification about the definition of a road improvement.

The Interim Community Development Director explained that the roads must meet county standards. The road in question is a county urban collector road, and the county must build to those standards.

The Interim Community Development Director stated that the County has designed improvements, right-of-way acquisition is well underway, environmental permitting is done, and the bid process is about to begin.

Ms. Lowe stated that she appreciated the staff explanation.

Mr. Machonas asked for clarification about the condition of not approving certificates of occupancy before the road improvements are completed. Staff stated that the Planning Board and the City Commission would need to weigh that condition and determine whether to recommend taking that action.

Lucky Lowe, 1116 Old Lake Alfred Road, stated that he loves Lake Alfred. He stated that the simplest thing to do is to fix the city's roads.

The Interim Community Development Director responded that Cass Road, Old Lake Alfred Road, and County Road 557, are all county roads.

Rennie Heath with the Cassidy Land Development Group, 326 East Central Avenue, Winter Haven, stated that a comprehensive traffic study was done on the site. Widening of Old Lake Alfred Road is planned to include a 24-foot-wide pavement with sidewalks on both sides of the road, extending all the way to Cass Road. We also plan to mill and overlay Cass Road from the intersection of Old Lake-Alfred Road and Cass Road to the west. We will also put turn lanes into the phases of the subdivision that already exist. The reason we do this work concurrently when building developments is that the contractors with the equipment are already out there, and it makes good sense to do it all at the same time.

Mr. Heath stated that the project's civil engineer could answer any questions.

Board Member Nigg asked Mr. Heath for Polk County paperwork showing the work the county requires of the applicant. **Mr. Heath** explained that he is working with the City of Lake Alfred to draft a Developer's Agreement.

Board Member Pestone asked for clarification on the width of the road, both as it exists and as proposed.

Jennifer Lowe, 1116 Old Lake Alfred Road, asked what year the traffic study was conducted and who conducted it. Ms. Lowe asked for a copy of the traffic study, and staff noted that it is available through Polk County.

City Attorney Claytor commented that the Developer's Agreement and any construction drawings that identify the right-of-way improvements will be before the City Commission at a future public hearing upon second reading of the ordinance considering adoption of same.

The Interim Community Development Director asked for contact information from anyone interested in obtaining the items related to an actionable plan, and copies could be provided.

Ms. Lowe thanked staff for the response.

Chair Gearhart closed the public comment portion of the meeting and opened the floor for questions from the Board.

Staff answered questions from the Board.

The Project Engineer, **Heather Wertz**, from Absolute Engineering, Inc., addressed questions that were raised about the buffer around Lake Eva. The topographic site plan shows a 50-foot-wide buffer from the lakefront, with sufficient topographic relief to accommodate a dry retention pond near the lake.

Ms. Wertz explained that the dry retention ponds are for the collection and conveyance of stormwater to those ponds for retention up to the 100-year storm event. This stormwater is collected in a series of curb inlets and stormwater pipes into the retention pond.

Chair Gearhart stated the motion to approve should be contingent on whether the Cass Road and Old Lake Alfred Road improvements are completed before Certificates of Occupancy are issued.

Board Member Nigg requested that the map clearly show conservation areas in this project.

City Attorney Claytor commented that there may be environmentally sensitive areas, such as delineated wetlands, that may not be zoned as conservation, but are still protected areas.

The Interim Community Development Director stated that a separate map showing all conservation areas, aquifer recharge, and open space will be included.

Chair Gearhart closed the floor for Board discussion and questions and entertained a motion from the Board.

Board Member Fountain made a motion that the Planning and Zoning Board forward the proposed Planned Unit Development Overlay District and Site Development Plan to the City Commission with a recommendation of approval, with the following modifications:

- Road improvements required by Polk County, subject to this development, are completed before a certificate of occupancy is issued for this phase of the project.
- A separate map that delineates all conservation areas, aquifer recharge, and open space will be included.

Board Member Pestone seconded the motion.

A roll call vote was taken.

- Chair Gearhart – Aye
- Vice Chair Pestone – Aye
- Board Member Fountain – Aye
- Board Member Arnold – Aye
- Board Member Nigg – Nay

The motion passed with four votes in favor and one against.

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

5.) Resolution 01-26: Safe Routes to School Support Application

Issue: The City of Lake Alfred will consider a resolution in support of submitting a Safe Routes to School application for the installation of sidewalks.

Attachments:

- Resolution 01-26

Analysis: The proposed resolution authorizes the City of Lake Alfred to submit a Safe Routes to School (SRTS) funding application to the Florida Department of Transportation (FDOT). The proposed project will run from the Highlands Subdivision on the west side of Lake Swoope Drive and continue to the entrance of Magnolia Ridge, thereby completing connectivity to the four local schools along Evenhouse Road.

City staff including public safety and various consultants including a surveyor and transportation engineer evaluated the proposed project. City staff has requested letters of support from law enforcement, local schools, the Friends of the Library, and the Lions Club.

The grant award announcements are anticipated in September of 2026. Adoption of this resolution provides formal support from the City Commission and affirms the City's commitment to improving safe connectivity for students traveling to and from area schools.

Staff Recommendation: Approve Resolution 01-26.

RESOLUTION NO. 01-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA; APPROVING AND SUPPORTING THE SUBMISSION OF THE CITY OF LAKE ALFRED SAFE ROUTES TO SCHOOL GRANT APPLICATION IN AND/OR FOR THE 2025 SAFE ROUTES TO SCHOOL GRANT APPLICATION CYCLE, PROVIDING FOR AUTHORIZATION; PROVIDING FOR INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred (the "City") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the City is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, *Section(s) 163.3161–163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act*, empowers and mandates the City to plan for future development and growth in order to guide the future growth and development within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, *Section 163.3177, Florida Statutes*, provides required and optional elements of a comprehensive plan which shall include principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements; and

WHEREAS, the *City of Lake Alfred 2030 Comprehensive Plan* includes the following elements: Future Land Use, Transportation, Housing, Infrastructure, Conservation, Recreation Open Space, Intergovernmental Coordination, Capital Improvements, Public Schools Facilities, and Property Rights; and

WHEREAS, based on the most recent and localized data, which includes, but is not to be limited to, updated socioeconomic data and the City's inventory of proposed residential development(s), the City continues to experience unprecedented residential growth; and

WHEREAS, pursuant to *Chapter 163 Part II, Florida Statutes*, and the *City of Lake Alfred Unified Land Development Code (ULDC)*, the City is required to adopt and implement a *Concurrency Management System* (the “CMS”); and

WHEREAS, on September 11, 2025, at a duly noticed public meeting, the City Commission passed and adopted *City of Lake Alfred Resolution No. 23-25* (the “Resolution”); and

WHEREAS, based on the most recent and localized data, the Resolution approved, confirmed, ratified, and/or adopted the *City of Lake Alfred CMS and CMS updates* which included, but are not to be limited to, the following:

1. *City of Lake Alfred Resolution No. 19-23 – Transportation Plan - Approved June 20, 2023;*
2. *City of Lake Alfred Resolution No. 10-25 – Park and Recreation Plan - Approved April 21, 2025; and*
3. *City of Lake Alfred Resolution No. 21-25 – Public Safety Adequacy Determination - Approved August 4, 2025.*

(Hereafter collectively referred to as the “CMS Updates”); and

WHEREAS, the City Commission recognizes the importance of concurrency management within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, in an effort to improve and strengthen the City’s public safety and public facilities for the unprecedented residential growth within the corporate limits of the City of Lake Alfred, Florida, and based on the CMS Updates and already identified and prioritized public safety capital improvements to the City’s existing infrastructure, the City has evaluated and identified certain sidewalk connectivity deficiencies and infrastructure improvements (hereafter the “Sidewalk Improvements”) in and/or for the publicly accessible routes to school(s) located within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, the *City of Lake Alfred Safe Routes To School Proposal/Application* (hereafter referred to as the “Proposal”) is based upon approved criteria in order to improve public safety and create connectivity from the Highlands Subdivision to Discovery Academy Middle School, Discovery High School, Karen M. Seigel Academy, and Lake Alfred PolyTech Academy, which will be installed along Lake Swoope Road; and

WHEREAS, on January 5, 2026, at a duly noticed public meeting, the City Commission found that the adoption of this **Resolution No. 01-26** is necessary to approve and support the completion and submittal of the City of Lake Alfred Safe Routes to School Grant Application which includes, but is not to be limited to, the construction of a safe route to school(s) on Lake Swoope Drive to the entrance of Magnolia Ridge Subdivision

and increase the level of safety by providing sidewalk connectivity to and/or for local school(s) within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida, finds that the approval of this **Resolution No. 01-26** is intended to enhance the present advantages that exist within the corporate limits of the City of Lake Alfred, Florida; is consistent with the public interest and this **Resolution No. 01-26** is intended to promote, protect, and improve the public health, safety, and general welfare of the employees, citizens, and residents of the City of Lake Alfred, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA:

Section 1. Incorporation of Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the passage of this **Resolution No. 01-26**, and the City Commission of the City of Lake Alfred, Florida (the "City Commission"), hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this **Resolution No. 01-26**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 01-26**.

Section 2. Approval.

The City Commission of the City of Lake Alfred, Florida (hereafter the "City Commission"), does hereby authorize, approve, confirm and support the preparation and submittal of the City of Lake Alfred Safe Routes Grant Application to the Florida Department of Transportation for the Florida Safe Routes to School 2025 Application Cycle which includes, but shall not be limited to, the *City of Lake Alfred Safe Route Map* and *Safe Routes To School Summary* which are attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

Section 3. Authorization.

The City Commission hereby authorizes the City Manager and/or his/her authorized designee to take any necessary further action(s) in order to effectuate the intent and carry out the aims of this **Resolution No. 01-26** which may include, but shall not be limited to, adopting the Sidewalk Improvements as an update to the *City of Lake Alfred Concurrency Management* System, coordinating the City's efforts to submit the Safe Routes to School Grant Application, satisfying all applicable Grant requirements, executing any and all associated documents which are related to the completion and submittal of the City of Lake Alfred Safe Routes to School Grant Application.

Section 4. Conflicts.

All resolutions in conflict with this **Resolution No. 01-26** are repealed to the extent necessary to give this **Resolution No. 01-26** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 01-26** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 01-26**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The City Commission hereby declares that it would have passed this **Resolution No. 01-26**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 01-26** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 01-26** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 01-26** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 01-26**. The City of Lake Alfred, Florida, by and through the City Commission, hereby declares that it would have passed this **Resolution No. 01-26**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the City Commission that sections of this **Resolution No. 01-26** may be renumbered or re-lettered and the word "resolution" may be changed to "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the City of Lake Alfred is accomplished, sections of this **Resolution No. 01-26** may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors that do not affect the intent may be authorized by the City Manager or his/her designee, without the need of a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 7. Effective Date.

This **Resolution No. 01-26** shall take effect immediately upon passage by the City Commission of the City of Lake Alfred, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Lake Alfred, Florida, in regular session on this 5th day of January 2026.

**CITY OF LAKE ALFRED, FLORIDA
CITY COMMISSION**

C. Mac Fuller, Mayor

ATTEST:

Linda Bourgeois, BAS, MMC, City Clerk

Approved as to Form:

Frederick J. Murphy, Jr., City Attorney

This document, together with the portfolio of related materials herein, is intended solely for the specific purposes and effort for which it was prepared. Review of and reliance on this document without written authorization and attestation by Ray Engineering & Surveying LLC shall be without liability to Ray Engineering & Surveying LLC.



- NOTES:
1. PARCEL BOUNDARIES MATCH FROM POLK COUNTY PROPERTY APPRAISER'S WEBSITE.
 2. AERIALS TAKEN FROM DOG AT WEBSITE.
 3. O.R.B. DENOTES OFFICIAL RECORDS BOOK OF POLK COUNTY, FLORIDA.
 4. NOT A BOUNDARY SURVEY.

**Know what's below.
Call before you dig.**

100

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SAFE ROUTES TO SCHOOL

Project is a proposal to add sidewalks along right of way along Lake Swoope Dr N Survey needed to determine width of right of way between street and privately owned properties and the location of Flood Zones and Wetlands in relation to the Right of Way. Starting at the SE corner of the below referenced parcel, Continuing North and around corner headed West to Magnolia Ridge Dr. The city owns the South portion of the project area. Attached is the Quit Claim Deed and legal description of the Right of way.

Parcel ID: 26-27-29-496503-001040

Legal Description: MAGNOLIA RIDGE PB 141 PGS 7-11 TRACT A (PRIVATE RDS) THRU G I & J

Owner: MAGNOLIA RIDGE HOMEOWNERS ASSOC INC

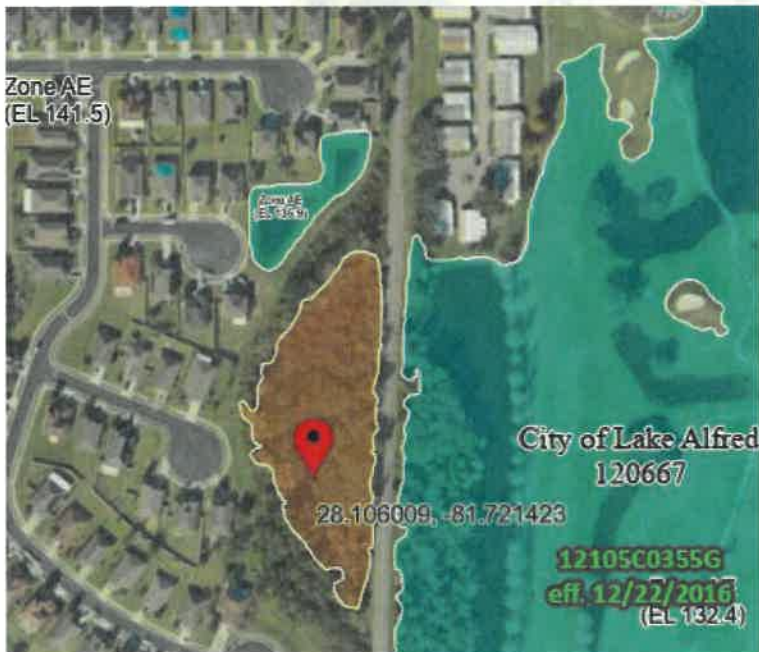
Address: 28609 HWY 27 N DUNDEE FL 33838

Phone: 863-439-6550

Website: www.garrisonpropertyservices.com

ADDITIONAL PARCELS ALONG RIGHT OF WAY:

262729496503000650, 262729496503000660, 262729496503000670,
262729496503000680, 262729496503000690, 262729496503000700,
262729496503000710, 262729496503000720, 262729496503000730,
262729496503000740, 262729496503000750, 262729496503000760



AREA TO BE SURVEYED

Additional Parcels along North section of Right of Way



90:6 HW 03 NOV 96

110158

DEPT 115 13.00
DEPT 291 2.00
DEPT 251 0.70
1045 H
CHECKS 15.70
1194A

08/30/96

QUIT CLAIM DEED

THIS INDENTURE made this 18th day of August, 1996, between ADVA CORPORATION, a Florida corporation for profit, whose address is 1000 Cypress Creek Road, Lake Alfred, Florida 33850, party of the first part, and THE CITY OF LAKE ALFRED, a municipal corporation (Federal I. D. No. 59-6000350), whose mailing address is 155 East Pomelo Street, Lake Alfred, Florida 33850, County of Polk and State of Florida, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS given by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lots, pieces or parcels of land, situate lying and being in the County of Polk, State of Florida, to wit:

AS DESCRIBED ON ATTACHED EXHIBIT A

THE ABOVE DESCRIBED PROPERTY CONSTITUTES NO PORTION OF THE HOMESTEAD OF THE PARTY OF THE FIRST PART.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

THIS INSTRUMENT PREPARED BY:
ROBERT R. CRITTENDEN
Post Office Drawer 152
Winter Haven, Florida 33882-0152
(941) 293-2161

Record and return to:
CRITTENDEN & CRITTENDEN, P.A.
Post Office Drawer 152
Winter Haven, Florida 33882-0152

Documentary Tax Pd. \$ 70
Intangible Tax Pd. \$
E.D. "Bud" Dixon, Clerk, Polk Co.
By: Deputy Clerk

3724 2090
FOLK OFF. REC. PAGE

Signed, Sealed and Delivered in
the Presence of these witnesses:

sign

print

sign

print

Terry R. Adkins
Terry R. Adkins

Susan Lovell
Susan Lovell

ADVA CORPORATION, INC.,
a Florida corporation

By:

Vincent Alfieri
Vincent Alfieri, President
1000 Cypress Creek Road
Lake Alfred, Florida 33850

STATE OF Florida :

COUNTY OF Polk :

The foregoing instrument was acknowledged before me this
23 day of August, 1996, by Vincent Alfieri, as President of
Adva Corporation, a Florida corporation for profit, who is
personally known to me or who has produced _____
as identification.

Notary Public

sign

print

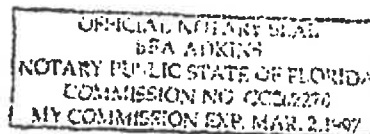
Dea Adkins
Dea Adkins

State of Florida at Large

Commission Number : CC 262278

My Commission Expires: March 2, 1997

FH/LAKEALFR/ADVA.OC 2



POLK OFF. REC. PAGE

3724 2091

EXHIBIT A

Commence at the Southwest corner of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 28, Township 27 South, Range 26 East, Polk County, Florida, said corner being designated by a found 4" x 4" concrete monument with disk stamped RLS 1943; thence North 89°39'45" East, along the South boundary thereof, 52.00 feet; thence North 00°19'49" East and parallel with the West boundary of said Northwest Quarter of the Southwest Quarter of the Northwest Quarter, 52.00 feet to the Point of Beginning; thence continue North 00°19'49" East and parallel with said West boundary, 113.03 feet to a point on a non-tangential curve being concave to the Northeast, said curve having a central angle of 90°40'05", a radius of 111.72 feet, a chord distance of 158.91 feet and a chord bearing of South 45°00'13" East; thence Southeasterly along said curve an arc length of 176.79 feet; thence South 89°39'45" West, along a non-tangent line, 113.03 feet to the said Point of Beginning. Containing 2,752 Square Feet or 0.06 Acres, more or less.

3724 2092
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LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

6.) Bid Award: Street Resurfacing

Issue: The City of Lake Alfred will consider awarding the street resurfacing bid to G&G Site Development.

Attachments:

- Bid Submissions
- Street Resurfacing Schedule
- Map
- Bid Opening Minutes

Analysis: On October 14, 2025, the City solicited sealed bids for the City's resurfacing project based on the street resurfacing priority list maintained by the Public Works Department. Streets or portions of streets included in the scope of services were: East Hoffman, East Columbia, East Sanford, South Winona Avenue, North Echo, and South Charmil Avenue.

The project was advertised on Demand Star, which is an online procurement platform. On Monday, December 8, 2025, the following bids were opened.

1. G&G Site Development, Inc.	\$278,769.87
2. H&S Investment, dba AAA Top Quality Asphalt	\$346,283.00
3. Hubbard Construction Company	\$415,623.45
4. Ajax Paving Industries of Florida, LLC	\$417,736.25
5. M&M Asphalt, dba All County	\$443,909.45
6. Asphalt 365, Inc.	\$451,096.10
7. C.W. Roberts Contracting, Inc.	\$474,595.00
8. Blacktop Dynasty, LLC	\$478,118.00
9. Tucker Pacing, Inc.	\$525,721.46
10. U.S. Asphalt, dba U.S. Pave	\$685,208.80

The City has budgeted approximately \$275,000 for the resurfacing project from current year and carry over funding from the previous fiscal year. The city has had previous positive experiences with the proposed company that is also the low bidder on the job.

Staff Recommendation: Approval of the bid award for street resurfacing to G&G Site Development for \$278,769.87.

Sealed Bid

Name of Bidder: G & G Site Development, Inc.

Address: 60 Flood Rd

Frostproof, FL 33843

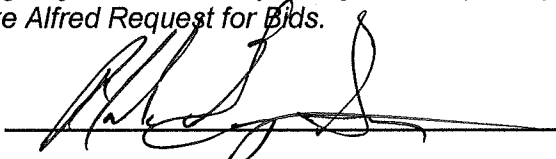
Phone: 863-635-3592 Fax: _____

Email: Gandgdevelopment@aol.com

- | | |
|--|---------------------|
| 1. E. Hoffman from 17/92 to Glencruiten: | <u>\$ 67,912.25</u> |
| 2. E. Columbia from S. Seminole to S. Carolina | <u>\$ 35,836.00</u> |
| 3. E. Sanford from S. Towner to S. Ramona | <u>\$ 24,767.60</u> |
| 4. S. Winona from W. Commings to Boat Ramp | <u>\$ 59,302.98</u> |
| 5. N. Echo from S. Winona to dead-end | <u>\$ 38,973.44</u> |
| 6. S. Char-Mil Ave from E. Echo to McKay Blvd | <u>\$ 51,977.60</u> |

Price Total to do all Roads: \$ 278,769.87

This Sealed Bid Price Total is good for 60 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: 

Print Name: Mark Granger, Sr

Title: President

Date: 12/08/2025

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

☒ _____
☒ _____
☒ _____
☒ _____

✓

Sealed Bid

Name of Bidder: H&S Investment Group of Central Florida, LLC dba AAA Top Quality Asphalt

Address: P.O. Box 1564

Winter Haven, FL 33882

Phone: 863-956-7724 Fax: N/A

Email: David@aaatopqualityasphalt.com

- | | |
|--|----------------------|
| 1. E. Hoffman from 17/92 to Glencruiten: | \$ <u>102,712.00</u> |
| 2. E. Columbia from S. Seminole to S. Carolina | \$ <u>53,446.50</u> |
| 3. E. Sanford from S. Towner to S. Ramona | \$ <u>27,121.00</u> |
| 4. S. Winona from W. Commings to Boat Ramp | \$ <u>63,103.50</u> |
| 5. N. Echo from S. Winona to dead-end | \$ <u>45,399.00</u> |
| 6. S. Char-Mil Ave from E. Echo to McKay Blvd | \$ <u>54,501.00</u> |

Price Total to do all Roads: \$ 346,283.00 *

* See Attached maps and proposal for further information + Limits

This Sealed Bid Price Total is good for 120 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids. * Per City email from Clifton: It is the intent to award all streets. If streets are removed from proposal, AAATQA reserves the right to re-evaluate the numbers

Signature: 

Print Name: David A. Prillhart

Title: Director of Pre-Construction

Date: 12/3/2025

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

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Sealed Bid

Name of Bidder: Hubbard Construction Company

Address: 1936 Lee Road, Suite 300

Winter Park, Florida 32789

Phone: 407-645-5500 Fax: N/A

Email: asphalt@hubbard.com

- | | |
|--|----------------------|
| 1. E. Hoffman from 17/92 to Glencruiten: | \$ <u>118,173.76</u> |
| 2. E. Columbia from S. Seminole to S. Carolina | \$ <u>55,355.45</u> |
| 3. E. Sanford from S. Towner to S. Ramona | \$ <u>35,058.16</u> |
| 4. S. Winona from W. Commings to Boat Ramp | \$ <u>70,042.40</u> |
| 5. N. Echo from S. Winona to dead-end | \$ <u>63,868.32</u> |
| 6. S. Char-Mil Ave from E. Echo to McKay Blvd | \$ <u>73,125.36</u> |

Price Total to do all Roads: \$ 415,623.45

This Sealed Bid Price Total is good for 180 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: P. Frederick O'Dea, Jr.

Print Name: P. Frederick O'Dea, Jr.

Title: VP/SEC/TRES

Date: 11/17/2025

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

☒	<u>cg</u>
☒	<u>cg</u>
☒	<u>cg</u>
☒	<u>cg</u>

Sealed Bid

Name of Bidder: Ajax Paving Industries of Florida, LLC

Address: One Ajax Drive

North Venice FL 34275

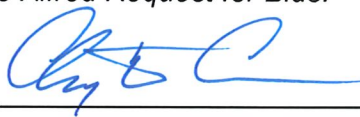
Phone: 941-486-3600 Fax: 941-486-3500

Email: flestimate@ajaxpaving.com

- | | |
|--|----------------------|
| 1. E. Hoffman from 17/92 to Glencruiten: | \$ <u>114,933.24</u> |
| 2. E. Columbia from S. Seminole to S. Carolina | \$ <u>63,637.99</u> |
| 3. E. Sanford from S. Towner to S. Ramona | \$ <u>38,741.67</u> |
| 4. S. Winona from W. Commings to Boat Ramp | \$ <u>71,476.76</u> |
| 5. N. Echo from S. Winona to dead-end | \$ <u>61,610.87</u> |
| 6. S. Char-Mil Ave from E. Echo to McKay Blvd | \$ <u>67,335.72</u> |

Price Total to do all Roads: \$ 417,736.25

This Sealed Bid Price Total is good for 90 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: 

Print Name: Clay Cross

Title: Regional Vice President

Date: 12/8/2025

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

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Sealed Bid

Name of Bidder: M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING

Address: 1180 SW 10th ST
DELRAY BEACH, FL 33444

Phone: 561-588-0949 Fax: _____

Email: PUBLICWORKS@ALLCOUNTYPAVING.COM

1. E. Hoffman from 17/92 to Glencruiten:	<u>\$ 130,598.60</u>
2. E. Columbia from S. Seminole to S. Carolina	<u>\$ 58,916.00</u>
3. E. Sanford from S. Towner to S. Ramona	<u>\$ 36,192.15</u>
4. S. Winona from W. Commings to Boat Ramp	<u>\$ 78,669.20</u>
5. N. Echo from S. Winona to dead-end	<u>\$ 67,235.05</u>
6. S. Char-Mil Ave from E. Echo to McKay Blvd	<u>\$ 72,298.45</u>

Price Total to do all Roads: \$ 443,909.45

This Sealed Bid Price Total is good for _____ days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: 

Print Name: KENNETH GOLDBERG

Title: PRESIDENT

Date: 11/20/2025

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

☒	_____
☒	_____
☒	_____
☒	_____

Sealed Bid

Name of Bidder: Asphalt 365 Inc.

Address: 1745 S. John Yang Hwy.
Kissimmee, FL 34741

Phone: 407-344-1194 Fax: 407-348-4194

Email: Mini@asphalt365.com

- | | |
|--|----------------------|
| 1. E. Hoffman from 17/92 to Glencruiten: | \$ <u>122,440.37</u> |
| 2. E. Columbia from S. Seminole to S. Carolina | \$ <u>65,068.46</u> |
| 3. E. Sanford from S. Towner to S. Ramona | \$ <u>36,812.99</u> |
| 4. S. Winona from W. Commings to Boat Ramp | \$ <u>89,045.17</u> |
| 5. N. Echo from S. Winona to dead-end | \$ <u>61,207.14</u> |
| 6. S. Char-Mil Ave from E. Echo to McKay Blvd | \$ <u>76,521.97</u> |

Price Total to do all Roads: \$ 451,096.10

This Sealed Bid Price Total is good for _____ days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: 

Print Name: Mini V. Freeman

Title: Pres.

Date: 12/4/25

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

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Sealed Bid

Name of Bidder: C.W.Roberts Contracting, Inc.
Address: 2102 Jim Johnson Road
Plant City, Florida 33566

Phone: 813-756-2009 Fax: _____
Email: rstraily@cwrcontracting.com

1. E. Hoffman from 17/92 to Glencruiten:	\$ <u>148,327.00</u>
2. E. Columbia from S. Seminole to S. Carolina	\$ <u>72,772.00</u>
3. E. Sanford from S. Towner to S. Ramona	\$ <u>51,433.00</u>
4. S. Winona from W. Commings to Boat Ramp	\$ <u>70,565.00</u>
5. N. Echo from S. Winona to dead-end	\$ <u>60,960.00</u>
6. S. Char-Mil Ave from E. Echo to McKay Blvd	\$ <u>70,538.00</u>

Price Total to do all Roads: \$ 474,595.00

This Sealed Bid Price Total is good for 90 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: 
Print Name: Richard Straily
Title: Area Manager
Date: 11-18-2025

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

<u>✓</u>
<u>✓</u>
<u>✓</u>
<u>✓</u>

Sealed Bid

Name of Bidder: BLACKTOP DYNASTY LLC

2776 N ORANGE BLOSSOM TRAIL, KISSIMMEE FLORIDA 32744

Phone: (321) 239-4574 Fax: _____

Email: blacktopdysnastypaving@gmail.com

1. E. Hoffman from 17/92 to Glencruiten:	\$ <u>129.054</u>
2. E. Columbia from S. Seminole to S. Carolina	\$ <u>67.670</u>
3. E. Sanford from S. Towner to S. Ramona	\$ <u>43.936</u>
4. S. Winona from W. Commings to Boat Ramp	\$ <u>86.254</u>
5. N. Echo from S. Winona to dead-end	\$ <u>66.973</u>
6. S. Char-Mil Ave from E. Echo to McKay Blvd	\$ <u>84.231</u>

Price Total to do all Roads: \$ 478.118

This Sealed Bid Price Total is good for 60 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

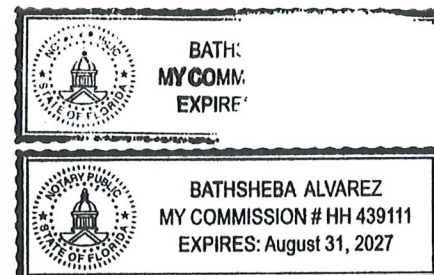
Address: 2776 N ORANGE BLOSSOM TRAIL, KISSIMMEE, FL 32744

Signature: _____

Print Name: Victor Gaubeca

Title: Member (AMBR)

Date: 11/20/2025



Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

<u>X</u>
<u>X</u>
<u>X</u>
<u>X</u>

Bathsheba Alvarez
Bathsheba Alvarez

Sealed Bid

Name of Bidder: Tucker Paving Inc.
Address: 5658 Lucerne Park Rd.
Winter Haven Fl. 33884

Phone: 863-299-2262 Fax:

Email: KAllen@tuckerpaving.com

- | | |
|--|----------------------|
| 1. E. Hoffman from 17/92 to Glencruiten: | \$ <u>148,970.52</u> |
| 2. E. Columbia from S. Seminole to S. Carolina | \$ <u>75,180.69</u> |
| 3. E. Sanford from S. Towner to S. Ramona | \$ <u>53,740.33</u> |
| 4. S. Winona from W. Commings to Boat Ramp | \$ <u>95,017.30</u> |
| 5. N. Echo from S. Winona to dead-end | \$ <u>71,013.91</u> |
| 6. S. Char-Mil Ave from E. Echo to McKay Blvd | \$ <u>81,798.71</u> |

Price Total to do all Roads: \$ 525,721.46

This Sealed Bid Price Total is good for 90 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: 

Print Name: Michael Felix

Title: VP of construction

Date: 11/20/25

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

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Sealed Bid

Name of Bidder: U.S. Asphalt DBA U.S. PAve

Address: 904 NW 9th Ave.
Fort Lauderdale, FL 33311

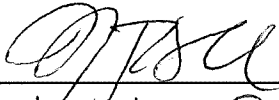
Phone: (954) 815-7544 Fax: _____

Email: ian@vspave.com

- | | |
|--|------------------------|
| 1. E. Hoffman from 17/92 to Glencruiten: | <u>\$ 202,896.14</u> |
| 2. E. Columbia from S. Seminole to S. Carolina | <u>\$ \$93,135.50</u> |
| 3. E. Sanford from S. Towner to S. Ramona | <u>\$ 64,661.22</u> |
| 4. S. Winona from W. Commings to Boat Ramp | <u>\$ \$115,802.00</u> |
| 5. N. Echo from S. Winona to dead-end | <u>\$ 104,115.67</u> |
| 6. S. Char-Mil Ave from E. Echo to McKay Blvd | <u>\$ 128,847.24</u> |

Price Total to do all Roads: \$ \$685,208.80

This Sealed Bid Price Total is good for 90 days after the closing date of this Bid Request. By signing below, I hereby certify that the price quoted is based on the specifications of the City of Lake Alfred Request for Bids.

Signature: 

Print Name: Nicholas Small

Title: President

Date: 24 November 2025

Attachments:

Bidder Form Packet

W-9 Request for Taxpayer Identification

Other: General Contractor's License

Certificate of Insurance

Check if Attached:

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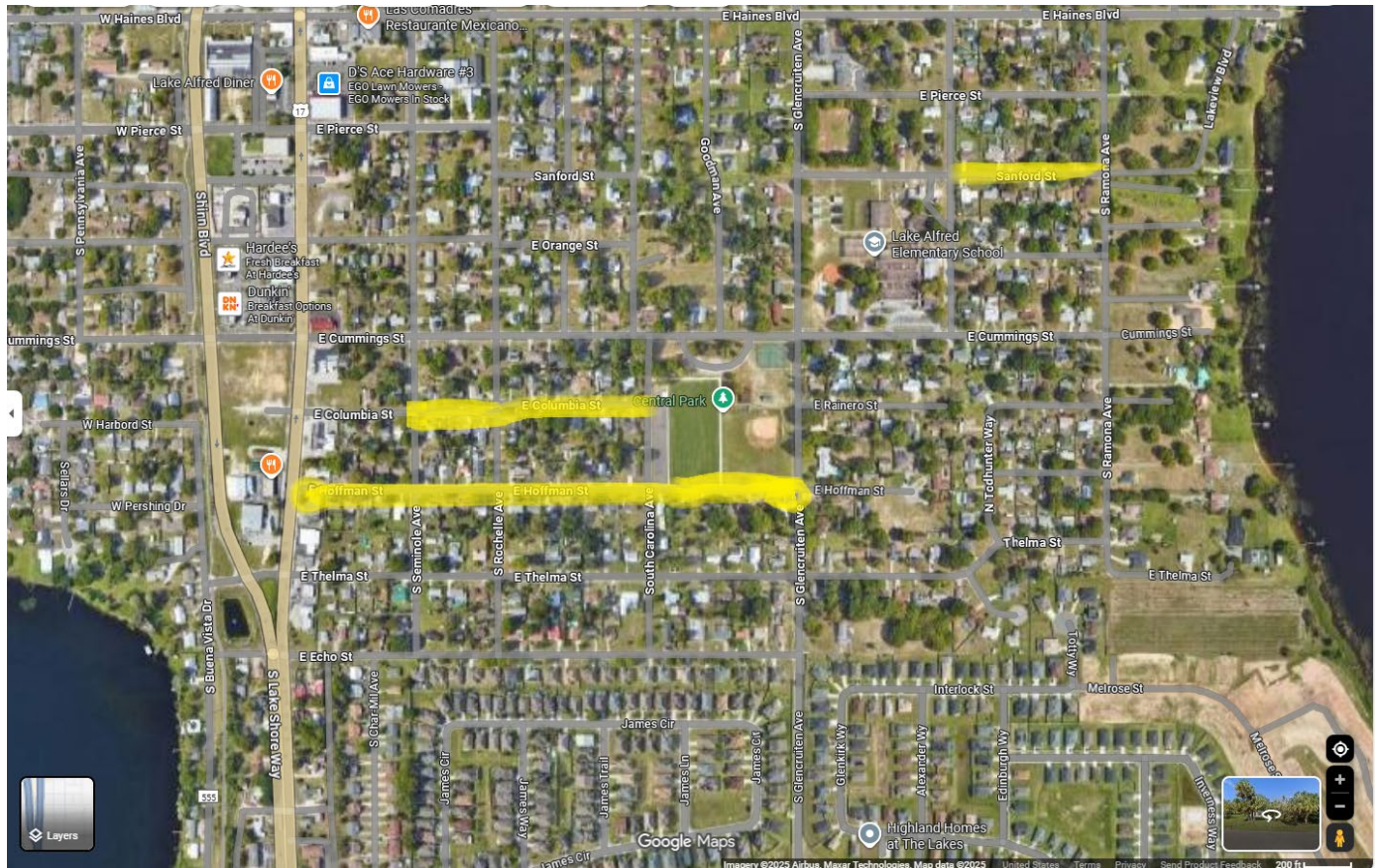
Hand submitted 11/17/25

LAKE ALFRED STREET RESURFACING PRIORITIZATION 2025

STREET	Scheduled Paving		Grade (A-D)	DISTANCE (MI.)	STREETS THAT SERVE > 10 CUSTOMERS
	CRACKS	POTHoles			
E. HOFFMAN ST. 100-400 BLOCK	X	X	D	0.4	YES (39 HOUSES)
E. SANDFORD 600 BLOCK	X	X	D	0.12	YES (13 HOUSES)
E. HOFFMAN ST. 500 BLOCK	X	X	D	0.1	NO (8 HOUSES)
S WINONA AVE. 600 BLOCK	X		D	0.12	YES (12 HOUSES)
N. ECHO DR.	X		D	0.2	YES (19 HOUSES)
S. NEKOMA 500 BLOCK	X		D	0.09	NO (9 HOUSES)
W. COLUMBIA ST.	X		D	0.14	YES (14 HOUSES)
W. HOFFMAN ST.	X		D	0.09	YES (12 HOUSES)
W. SANDFORD ST. 200 BLOCK	X	X	D	0.09	NO (8 HOUSES)
W. SWOOPE ST.	X	X	D	0.09	NO (1 HOUSE)
E. OAK ST.	X	X	D	0.18	NO (9 HOUSES)
N. ROCHELLE DR.	X	X	D	0.15	NO (9 HOUSES)
S. CHARMIL AVE.	X	X	D	0.25	YES (28 DUPLEXES)
N. RIDGE AVE.	X	X	D	0.16	YES (12 HOUSES)
E. COLUMBIA ST. 300 BLOCK	X	X	D	0.12	YES (12 HOUSES)
E. COLUMBIA 200 BLOCK	X	X	D	0.07	NO (7 HOUSES)
LYNN DALE PL	X	X	D	0.07	NO (6 HOUSES)
N. RICKLYNN AVE	X	X	D	0.24	YES (21 HOUSES AND 9 DUPLEXES)
E POMELO ST 400 BLOCK	X	X	D	0.12	YES (13 HOUSES)
S BUENA VISTA 500 BLOCK	X	X	D	0.12	NO (4 HOUSES AND 4 DUPLEXES)
S. CAROLINA AVE.	X		C		
S. ROCHELLE AVE.	X		C		
S. SEMINOLE	X		C		
S. GLENCRUITEN	X		C		
LAKE GEORGE RD.	X	X	C		
S. ECHO	X		C		
S. CROSS RD.	X		C		
NECHO AVE.	X		C		
DAVIS AVE.	X		C		
W. PERSHING	X		C		
SELLARS DR.	X		C		
HARBORD ST.	X		C		
ORANGE ST.	X		C		
E. ORANGE AVE.	X		C		
E. PIERCE ST. 100-200 BLOCK	X		C		
MACKAY BLVD.			C		
W. ALFRED ST.	X		C		
LAKE SWOOPE DR.	X		C		
N. THIRD ST.	X	X	C		
W. HAINES BLVD.	X	X	C		
N. RAMONA TO WWTP	X	X	C		
S. CAROLINA AVE.	X		B		
E. ECHO	X		B		
W. TERRACE	X		B		
E. LAKEVIEW	X		B		
S. RAMONA			B		
N. GLENCRUITEN			B		
E. SANDFORD 300 BLOCK			B		
GLENN AVE.			B		
S. TODHUNTER 700 BLOCK			B		
S. TODHUNTER			B		
HILLSIDE			B		
E. SWOOPE ST.			B		
E. TANGERINE AVE.			B		
E. HAINES			B		
E. CUMMINGS			B		
GOODMAN AVE.			B		
E. ORANGE 100-200-300 BLOCK			B		
RAINERO			B		
W. CUMMINGS ST.	X		B		
N. PENNSYLVANIA 100 BLOCK			B		
W. INTERLACHEN ST.			B		
S. GLENCRUITEN TO CUMMINGS			B		
S. WINONA AVE.			B		
S. ITASCA AVE.			B		
N. PENNSYLVANIA AVE.	X		B		
S. NEKOMA AVE.	X		B		
W. PARK LANE	X		B		
MESSER LANE	X		B		
N. LAKESHORE WAY	X		B		
E. PARK LANE			B		
S. TOWNER TO SANDFORD			A		
E. COLUMBIA ST. 100 BLOCK	x		A		
S. ILAKEE AVE. 700 BLOCK	X		A		
E. GRAPEFRUIT ST.			A		
E. LEMON ST.			A		
E. MIDWAY			A		
E. POMELO			A		
E. SANDFORD 500 BLOCK			A		
E. PARK LANE			A		
S. ILAKEE AVE. 200 BLOCK			A		
S. NEKOMA AVE.			A		
S. PENNSYLVANIA AVE.			A		
MARTIN LUTHER KING			A		
E. THELMA ST.			A		
S. IKALEE AVE. 400 BLOCK			A		
W. FISHER LANE			A		
N. NEKOMA 100 BLOCK			A		
PINNER CT.			A		
S. TOWNER TO CUMMINGS			A		
E. PIERCE ST. TO 600 BLOCK			A		
W. PIERCE ST.			A		
E. TWIN LAKES BLVD			Dirt Road		

MAPS

- E. Hoffman from 17/92 to Glencruiten-2,112'
- E. Columbia from S. Seminole to S. Carolina – 1,020
- E. Sanford from S. Towner to S. Ramona - 635'
- S. Winona from W. Cummings to Boat Ramp – 1,280
- N. Echo from S. Winona to dead-end-1,056
- S. Char-Mil Ave from E. Echo to Mackay Blvd - 1,320



MAPS



City of Lake Alfred
120 E. Pomelo Street
Lake Alfred, Florida 33850



Phone: (863) 291-5270
Fax: 863) 298-4440
Visit: MyLakeAlfred.com

ITB 2025-07: Street Resurfacing

Bid Opening

Monday, December 8, 2025

2:00 PM

Public Works Training Facility

485 W. Haines Blvd.

Lake Alfred, Florida 33850

The Bid Opening meeting was called to order by the Public Works Director, Clifton Bernard, at 2:09 p.m. in the Public Works Training Facility at 485 West Haines Blvd., Lake Alfred, FL 33850.

Staff attending from the City of Lake Alfred included: Public Works Director Clifton Bernard, Public Works Assistant Director Jacob Lord, City Clerk/Special Projects Director/ADA Coordinator Linda Bourgeois, and Deputy City Clerk Lita O'Neill.

Public Works Director Bernard thanked everyone for coming out today and requested everyone to sign-in.

The bids were opened in the order they were received.

1. Hubbard Construction Company	\$415,623.45
2. U.S. Asphalt, dba U.S. Pave	\$685,208.80
3. H&S Investment, dba AAA Top Quality Asphalt	\$346,283.00
4. G&G Site Development, Inc.	\$278,769.87
5. Asphalt 365, Inc.	\$451,096.10
6. Blacktop Dynasty, LLC	\$478,118.00
7. Tucker Pacing, Inc.	\$525,721.46
8. M&M Asphalt	\$443,909.45
9. Ajax Paving Industries of Florida, LLC	\$417,736.25
10. C.W. Roberts Contracting, Inc.	\$474,595.00

Public Works Director Bernard stated that the lowest bid was from G&G Site Development, Inc. He opened the floor for questions. There were none.

City Clerk/Special Projects Director Bourgeois announced that all bids would be reviewed for sufficiency and stated that the bid award will be presented before the City Commission on

January 5, 2026.

Without any further questions, the meeting adjourned at 2:22 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lita O'Neill". The signature is written in a cursive, flowing style.

Lita O'Neill
Deputy City Clerk

LAKE ALFRED CITY COMMISSION
JANUARY 5, 2026

7.) Developers Agreement: Lowery Hills Utility Upsize

Issue: The City of Lake Alfred will consider entering into a developers agreement for utility upsizing credit.

Attachments:

- Developer's Agreement

Analysis: The Lowery Hills development is a Community Development District (CDD) comprising approximately 217.5 acres and 678 single-family homes upon buildout. The development is generally located north of the railroad tracks and south of Lake Lowery along Old Lake Lowery Road.

The subdivision was developed under the master-planned community (cluster) provision, and staff have worked with the applicant to ensure compliance with the Unified Land Development Code (ULDC). As a part of the development process, the owner agreed to upsize certain utility lines from 8" to 12" to support future connections.

The City requested these enhancements to facilitate future connections consistent with our utility master plans. The cost difference between what was required to serve the development and the upgrades requested to provide future capacity is available as a credit back to the owner.

Staff Recommendation: Approval of the Utility Upsize Developers Agreement with Lowery Hills.

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement"), made this 5th day of January, 2026, by and between **BF-KL LOWERY HILLS, LLC**, an active Florida limited liability company ("Developer") and the **CITY OF LAKE ALFRED**, a municipal corporation organized and existing under the laws of the State of Florida ("City").

WITNESSETH

WHEREAS, City is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, City is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, Developer affirms and represents that it is authorized to transact business in the State of Florida; and

WHEREAS, Developer is the fee simple owner and/or possesses the legal authority to enter into this Agreement on behalf of the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s) 262722-000000-042010, 262722-000000-042020, 262722-000000-042040, 262722-000000-042050, 262722-000000-042060, 262722-000000-042070, 262722-000000-042080, 262727-000000012030, 262727-000000-012040, 262727-000000-013010, 262727-000000-013020, 262727-000000-013030, 262727-000000-014010, 262727-000000-014030, 262727-000000-014050, 262727-000000-031010, 262727-000000-031020, 262727-000000-031030, 262727-000000-032010, 262727-000000-032020, 262727-000000-032030, 262727-000000032050, 262727-490100-000605, 262727-490100-000701, and 262727-490100-000702 (hereafter the "Property"); and

WHEREAS, Developer, **BF-KL LOWERY HILLS LLC**, was conveyed fee simple title to the Property by virtue of that certain Special Warranty Deed dated January 12, 2024, and recorded in Official Records Book 12976, Page(s) 222-228, public records of Polk County, Florida; Special Warranty Deed dated June 1, 2023, and recorded in Official Records Book 12717, Page(s) 0011-0015, public records of Polk County, Florida (hereafter collectively referred to as the "Developer Deeds"); and

WHEREAS, copies of the Developer Deeds and State of Florida, Division of Corporations, Detail by Entity for the Developer are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, Developer and City acknowledge and agree that the Property (see **Composite Exhibit "A"**) is located within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, on January 24, 2022, at a duly noticed public meeting, the City Commission of the City of Lake Alfred, Florida (the “City Commission”), approved the design and permitting of the CR 557 Northern Force Main Extension Project (the “CR 557 Project”) and City Infrastructure Funding Priorities (the “Priorities”); and

WHEREAS, prior to approving the design and permitting of the CR 557 Project, the City Commission approved and authorized the design of a sixteen (16) inch force main extending approximately 13,500 linear feet; and

WHEREAS, on January 24, 2022, at a duly noticed public meeting, in an ongoing and continuous effort to plan for the City’s future water and wastewater utility infrastructure needs and capital improvements, the City Commission legislatively approved the Priorities which included, but was not to be limited to, a new water treatment plant, expansion of the sewer treatment plant, and the design and construction of sewer infill improvements (e.g., lines, lift stations, etc.); and

WHEREAS, on April 18, 2022, the City Commission approved *City of Lake Alfred Resolution 06-22* adopting the FY23 Community Project Funding List (the “List”) which included, but was not to be limited to, water and wastewater infrastructure needs and improvements; and

WHEREAS, Developer and City acknowledge and agree that the Property is located within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, Developer and City acknowledge and agree that the *Lowery Hills Development* (the “Development”) is located within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, pursuant to the anticipated growth projections and development growth which the City continues to experience, the City requires the construction and installation of [Name of Off-Site Improvements] in order to meet the utility system demand(s) for the Development and for anticipated future development(s) in and/or for the subject area; and

WHEREAS, Developer and City acknowledge and agree that the City is a member the Polk Regional Water Cooperative (PRWC), which consists of fifteen (15) municipal governmental entities located within Polk County, Florida, in order to assure sufficient supply of potable water to and/or for the anticipated growth projections and development growth within the City; and

WHEREAS, as a member of the PRWC, the City will be obtaining a portion of its future potable water supply from outside the City’s service area boundaries which requires extensive transmission lines; and

WHEREAS, the City anticipates unprecedented residential growth and development within its utility service area boundaries over the next ten (10) years and will also require several water and wastewater upgrade and expansion projects which include, but are not to be limited to, a new water treatment plant, wastewater treatment plant facility upgrades, and water and wastewater main line upgrades and extensions; and

WHEREAS, pursuant to applicable engineering standards, the Development generally required the design, permitting, and construction of a 10-inch potable water main and 6-inch wastewater force main to support the Development; and

WHEREAS, the City requested and received an Engineer's Estimate (the "Estimate") from the Developer's Engineer for the [Name of Off-Site Improvements] which includes, but is not to be limited to, the upsizing of the potable water main and wastewater force main in order to connect the existing system to the Development; and

WHEREAS, the Estimate provides that the estimated difference in cost for the potable water 12-inch main and the 8-inch wastewater force main line (s) requested by the City will not exceed _____ (\$ _____); and

WHEREAS, City Staff, which includes the City's consulting engineer(s), have reviewed the Estimate and recommend acceptance of the Estimate; and

WHEREAS, on September 22, 2023, the City approved the Site Construction plans for the Phase 1 of the Development; and

WHEREAS, copies of the Estimate and Utility Site Plan are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, on January 5, 2026, at a duly noticed public meeting, the City Commission found that, in order to meet the increased potable water and wastewater demands within the City's utility service area boundaries, the Development will require a 12-inch potable water main and 8-inch wastewater force main; and the Estimate (see **Composite Exhibit "B"**) in the amount of \$ _____; and

WHEREAS, the amount of water and wastewater connection and/or recovery fees for [Name of Off-Site Improvements] in and/or for the Development offset (i.e., less) the City's cost for any design and permitting, if applicable, for a total of \$ _____, and

WHEREAS, pursuant to *Section 9.6.8 of the City of Lake Alfred Unified Land Development Code*, a developer's agreement may be entered into between the City and Developer in order to set forth specific terms and/or requirements for the Development; and

WHEREAS, City and Developer acknowledge and agree that the Development shall comply with all applicable land development regulations in effect on the effective date of this Agreement unless otherwise provided herein; and

WHEREAS, Developer acknowledges, represents, and agrees that the City's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the City of applicable law; and

WHEREAS, Developer acknowledges and agrees that nothing contained in this Agreement shall be deemed, construed or applied to cause the City to waive its right to exercise

its governmental power in any manner other than that which is customary for the exercise of such governmental powers; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, City and Developer acknowledge and agree that, as a material condition of this Agreement, a fully-executed duplicate original of this Agreement must be recorded in the Public Records of Polk County, Florida; and

WHEREAS, the parties acknowledge, represent and agree that the City and Developer are not partners and/or joint venturers; and

WHEREAS, City and Developer agree that, in order to ensure and guarantee that the necessary public facilities and services needed to support the Development, this Agreement was freely negotiated and voluntarily entered into by the parties; and

WHEREAS, the parties mutually agree that this Agreement is desirable and intended to ensure better coordination of government services; and

WHEREAS, City and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the City and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, the City Commission of the City of Lake Alfred finds that this Agreement between the City and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the City of Lake Alfred; and

WHEREAS, this Agreement is entered into pursuant to the general and Municipal Home Rule powers of the City and is therefore not a Development Agreement pursuant to Chapter 163 of the Florida Statutes.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

§1.0 **Recitals**. The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the City and Developer.

§2.0 **Purpose**. The purpose of this Agreement is to establish certain respective rights and obligations of the City, Developer, and any successors-in-interest to the City and Developer concerning the upsizing of the potable sewer main line for the Development (as defined in §3.11).

§3.0 **Definitions**. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions

assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

§3.1 “*Applicable Law*” means the City of Lake Alfred Charter, City of Lake Alfred Code of Ordinances, City of Lake Alfred Unified Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, City of Lake Alfred, and any and all other public authority which may be applicable.

§3.2 “*City*” means the City of Lake Alfred, Florida.

§3.3 “*City Representative*” means the City Manager, or her/his designated appointee, who is authorized to act on behalf of the City in the administration of this Agreement. The City Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.4 “*Developer*” means _____.

§3.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.6 “*City Code*” means the City of Lake Alfred Code of Ordinances and City of Lake Alfred Unified Land Development Code.

§3.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

§3.8 “*Calendar Day(s)*” means any and all days in a 365-day calendar year.

§3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the City of Lake Alfred, Florida.

§3.10 “*City Commission*” means the duly elected City of Lake Alfred City Commission and/or governing body of the City of Lake Alfred.

§3.11 “*Development*” means the design, construction, and improvements performed by the Developer for the [Name of Development to include all phases], which are the subject of this Agreement and located on, over, under and across the Property.

§3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the City Commission at a duly noticed public meeting.

§3.13 “*Property*” means the parcel as identified by the Polk County Property Appraiser as 262719-000000-022010, conveyed to the Developer by virtue of that certain Special

Warranty Deed (the “Deed”) dated December 17, 2021, and recorded in Official Records Book 12037, Page 0025-0026, public records of Polk County, Florida.

§3.14 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in §17 of this Agreement.

§4.0 **City Obligations.**

§4.1 Pursuant to the City Code (as defined by §3.6 of this Agreement) and Applicable Law (as defined by §3.1 of this Agreement), the Development (as defined by §3.11 of this Agreement) shall be subject to development review by the City; and, in accordance with the development regulations set forth by the City Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the City agrees to expeditiously review any and all requests for a development order and/or development and construction permit.

§4.2 The City authorizes and agrees to a payment offset for the difference in cost for the purchase, installation, and construction of [Name of Off-Site Improvements] (see attached **Composite Exhibit “B”**). The payment offset shall be in the form of water and wastewater connection and/or recovery fees (the “Payment”) in the amount of [REDACTED] (\$ [REDACTED]). The Payment shall be offset against the amount of water and wastewater connection and/or recovery fees for the Development (as defined by §3.11 of this Agreement).

§4.3 The City shall deliver the Payment to the Developer and/or Developer’s Representative upon the administrative approval of the applicable final subdivision plat(s) for the Development and the issuance of applicable building permits following the date on which the following conditions are satisfied, as follows:

§4.3.1 The City consulting engineer inspects and approves the construction and installation of the [Name of Off-Site Improvements];

§4.3.2 The Developer conveys all public utility infrastructure to the City free and clear of all liens and encumbrances in a form and manner acceptable to the City; and

§4.3.3 The City Commission affirmatively accepts the conveyance of all public utility infrastructure for the Development by resolution.

The provisions set forth in this Section (§4.3 of this Agreement) shall survive the termination of this Agreement.

§4.4 City shall record this Agreement in the public records of Polk County no later than ten (10) Business Days following the Effective Date (as defined by §3.12 of this Agreement); and, pursuant to the City Code (as defined by §3.6 of this Agreement), the costs for the recording of this Agreement shall be paid by the Developer.

§5.0 **Public Facilities and Improvements.** The purpose of this section is to ensure that facilities and services needed to support the Development are available concurrent with the impacts of the Development.

§5.1 Pursuant to the Estimate (see attached **Composite Exhibit “B”**) and in order to meet the increased sewer demands resulting from the need for future potable water and wastewater supply and development growth within the corporate limits of the City, the City requires [Name of Off-Site Improvements] for the Development (as defined by §3.11 of this Agreement). In order to connect the City’s utility system(s) and service the Development, the City Commission approves the Estimate and authorizes the Developer to purchase, install, and construct [Name of Off-Site Improvements] in order to provide utility service(s) to the Development.

§6.0 **Developer Obligations.** Pursuant to the City Code and Applicable Law (as defined by §3.1 of this Agreement), the Developer shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by §3.11 of this Agreement).

§6.1 Developer shall perform, at its discretion, any and all due diligence related to the Development (as defined by §3.11 of this Agreement) it desires at its sole cost and expense.

§6.2 Except as provided in §4.3 of this Agreement, Developer shall be solely responsible for the payment of any and all cost(s) and expense(s) associated with the Development (as defined by §3.11 of this Agreement) which may include, but shall not be limited to, the cost(s) and expense(s) for surveying, engineering, design, permitting, construction, piping, hardware, and site restoration.

§6.3 Developer may utilize its agents, employees and/or third parties to accomplish its obligations under this Agreement. However, Developer shall remain responsible for the proper performance under this Agreement and shall take all steps necessary to ensure that its agents, employees and/or third parties perform as required by Applicable Law (as defined by §3.1 of this Agreement) and this Agreement.

§6.4 Developer shall keep in force and effect during the Term (as defined by §3.13 of this Agreement) of this Agreement public liability insurance, property damage insurance, worker’s compensation insurance and other insurance coverages required by the City for contractors performing work within the public rights-of-way. All insurance policies shall be reviewed by the City Attorney and must be acceptable to the City. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the City shall be named as an additional insured.

§6.5 Developer shall be solely responsible for any and all maintenance and repair of the Development (as defined by §3.11 of this Agreement) in accordance with Applicable Law (as defined by §3.1 of this Agreement). As such, the City shall have no responsibility and/or liability whatsoever to restore, pay for the removal, and/or pay the maintenance or repair of the

Development (as defined by §3.11 of this Agreement) unless the City affirmatively accepts such responsibility by a duly adopted Resolution of the City Commission.

§6.9 Developer shall not take any action which would subject any of the improvements constructed and/or located on the Property to liens, encumbrances, or any other interests by third parties.

§6.11 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

§6.12 The maintenance obligations of the Developer under this §6 shall survive the termination of this Agreement.

§7.0 **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

§8.0 **Binding Effect.** Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by §3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by §3.1 of this Agreement).

§9.0 **Merger.** This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the lands described herein.

§10.0 **Notices.** All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

For City:

City of Lake Alfred
Attn: Ryan Leavengood, City Manager

120 E. Pomelo Street
Lake Alfred, FL 33850

With a Copy to (*which shall **not** constitute notice*):

Frederick J. Murphy, Jr. City Attorney
City of Lake Alfred
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830
Telephone (863) 533-7117
Fax: (863) 533-7412

For Developer:

[Developer to provide]

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

§11.0 **Applicable Law, Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and Developer shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§12.0 **No Effect on Code Violations; No Contract Zoning.** This Agreement shall not be interpreted to condone, authorize or permit any violation of the City Code or Applicable Law (as defined by §3.1 of this Agreement). Further, this Agreement shall not be construed as the City's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

§13.0 **Miscellaneous Provisions.**

§13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

§13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

§13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

§13.4 **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

§13.5 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by §3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the City is open for business to the public.

§13.6 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

§13.7 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

§13.8 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the City and Developer. No oral modifications will be effective or binding on either the City or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§13.9 **Compliance with Applicable Law.** Developer shall comply with Applicable Law (as defined by §3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

§13.10 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

§13.11 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the parties agree that the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§13.12 **No Waiver.** Failure of either the City to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the City to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute

a waiver of such City's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the City and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

§13.13 **Construction**. The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

§13.14 **Time is of the Essence**. Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

§13.15 **Relationship**. Developer shall at all times be acting as an independent contractor. Developer shall perform all its duties, responsibilities, and obligations in strict accordance with this Agreement as an Independent Contractor and shall not be considered an agent of the City, nor shall any of the Developer's subcontractors, suppliers and/or employees be considered agents of the City. Developer shall be solely responsible to any and all subcontractors, suppliers and those employed by them for their costs, expenses, fees and profits, if any, in performing under this Agreement. Developer shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any and all personnel hired and/or employed by them for any injuries arising from and/or connected with any and all work and/or services performed under this Agreement, and Developer shall bear the sole responsibility and liability for furnishing any and all other employee benefits to any and all personnel and/or employees hired by them.

§13.16 **Successors and Assigns**. All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

§14.0 **Public Records**. Developer covenants and agrees to:

§14.1 Keep and maintain public records required by the CITY to perform the service(s) related to the Project and Development.

§14.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

§14.3 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 Agreement term and following completion of this Agreement and/or any amendment(s) issued hereunder if the DEVELOPER does not transfer the records to the CITY.

§14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the CITY all public records in possession of the DEVELOPER or keep and maintain public records required by the CITY to perform the service. If the DEVELOPER transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the DEVELOPER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DEVELOPER keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the DEVELOPER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, LINDA BOURGEOIS, AT 863-291-5270, EXT. 106, lbourgeois@mylakealfred.com, 155 EAST POMELO STREET, LAKE ALFRED, FLORIDA 33850.

If the DEVELOPER does not comply with a public records request, the CITY shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

§15.0 **Developer Default.** The Developer shall execute this Agreement and perform in strict accordance with the provisions set forth herein. Subject to Applicable Law (as defined by §3.1 of this Agreement), in the event Developer fails to perform in strict accordance with the terms, conditions and/or provisions of this Agreement, the City may, without further notice, presentment, and/or inquiry, seek *ex-parte* relief in a court of competent jurisdiction in and for Polk County, Florida. Any *ex-parte* order shall also include an award of attorneys' fees and costs arising out of the enforcement of this Agreement.

§16.0 **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

§17.0 **Remedies and Termination.**

§17.1 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or

otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

§17.2 This Agreement shall remain in effect until the earlier of the completion of the Development (as defined by §3.11 of this Agreement) or such time as the City and Developer mutually agree in writing to terminate same. In the event the Development (as defined by §3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the City Code, the City may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

§17.3 In order to enforce the term(s) of the Agreement or challenge compliance of the Agreement, any party or aggrieved or adversely affected person (as defined in *Section 163.3215(2), Florida Statutes*) may file an action for injunctive relief in the state courts of *Polk County, State of Florida, in the 10th Judicial Circuit*.

§18.0 **Appropriations.** Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness or general obligation of the City or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City or other Governmental Authority. The Developer agrees that the obligation of the City to make any payments by the City to Developer pursuant to this Agreement shall be subordinate to the obligations of the City to pay debt service on any bonds issued by the City prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the City in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the City in any fiscal year while this Agreement is in effect.

§19.0 **City's Police Powers.** Developer acknowledges and understands that the City is prohibited from engaging in "contract zoning" or bartering away its legislative prerogative, and as such while City will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of City's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit City's police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith.

§20.0 **No Waiver of Sovereign Immunity.** Nothing herein is intended to act as a waiver of the City's sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2025)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. **This provision shall survive the termination of this Contract.**

§21.0 **Jury Trial.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, 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 THEREUNDER, THE

PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, 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. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

§22.0 **Duty to Cooperate and Act in Good Faith.** The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

§23.0 **Recordation.** This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

§ 24.0 **State Law Compliance.** The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to *Section 215.4725 of the Florida Statutes* or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to *Section 215.473 of the Florida Statutes*, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the City's initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the CITY may terminate the Agreements at the CITY's option if the DEVELOPER is found to have submitted a false certification.

- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *Section 287.017 of the Florida Statutes* for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.
- (c) ***Drug-Free Workplace.*** By executing the Agreements, DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to *Section 440.102 of the Florida Statutes*.
- (d) ***E-Verify.*** By entering into the Agreements, DEVELOPER becomes obligated to comply with the provisions of *Section 448.095(5)(a), Florida Statutes*, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreements, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the Agreements are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.
- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the CITY of the provisions of *Section 287.05701 of the Florida Statutes* which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the CITY did not request any documentation about, or give any consideration to, the DEVELOPER's social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreements.
- (f) ***Contracting with Foreign Entities.*** By executing the Agreements, DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian

Arab Republic (collectively “Foreign Countries of Concern”), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a “controlling interest” in DEVELOPER as the term is defined in *Section 287.138(1)(a) of the Florida Statutes*, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreements permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the CITY in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under *Section 287.138 of the Florida Statutes*. DEVELOPER agrees to furnish the CITY with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

- (g) ***Human Trafficking Affidavit.*** DEVELOPER shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit “C”** simultaneously with and prior to providing the Services hereunder.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

Witness

By: _____

Witness

Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name: _____

My commission expires: _____

(SEAL)

**CITY COMMISSION OF THE
CITY OF LAKE ALFRED**

ATTEST:

By: _____
Jack C. Dearmin, Mayor

Date: _____

By: _____
Linda Bourgeois, City Clerk

Approved by City Attorney

By: _____
Frederick J. Murphy
*Approved As To Form and Legal
Sufficiency.*

EXHIBIT A

INSTR # 2023131138
BK 12717 Pgs 0011-0015 PG(s)5
06/05/2023 02:31:28 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 44.00
DEED DOC 36.750.00

This Instrument Prepared By:
M. Cristina Moreno
Cristina Moreno P.A.
2600 S. Douglas Road
Ste. 304
Coral Gables, FL 33134
3096218211C
Tax Folio Nos.:

262727-000000-012030; 262727-000000-012040; 262727-000000-013010; 262727-000000-013020; 262727-000000-013030; 262727-000000-014010; 262727-000000-014030; 262727-000000-014050; 262727-000000-031010; 262727-000000-031020; 262727-000000-031030; 262727-000000-032010; 262727-000000-032020; 262727-000000-032030; 262727-000000-032050; 262727-490100-000605; 262727-490100-000701; and 262727-490100-000702

SPECIAL WARRANTY DEED

[ADDITIONAL FARMLAND (ADAMS) PROPERTY]

THIS SPECIAL WARRANTY DEED, made and entered into as of this 1st day of June 2023 by **CARIBBEAN DISTILLERS LLC, a Florida limited liability company** (hereinafter referred to as the "**Grantor**"), whose address is 530 N. Dakota Avenue, Lake Alfred, FL 33850 to **BF-KL LOWERY HILLS LLC, a Florida limited liability company** (hereinafter referred to as the "**Grantee**"), whose address is 105 NE 1st Street, Delray Beach, FL 33444.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all those certain parcels of land lying and being in the County of Polk, State of Florida, as more particularly described in the **Exhibit "A"** attached hereto and by this reference made a part hereof.

TOGETHER WITH all the improvements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and together with all rights and easements of record.

SUBJECT TO those certain matters set forth on **Exhibit "B"** attached hereto and by this reference made a part hereof, provided, however, that nothing contained herein shall operate to reimpose any of the foregoing.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the said Grantor hereby covenants with Grantee that Grantor, at the time of delivery of this deed, is lawfully seized of the above-described property in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same, and hereby warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the Grantor, but against no others.

SIGNATURE AND NOTARY ACKNOWLEDGMENT IMMEDIATELY FOLLOWS

6/5/23

Stacy M. Butterfield POLK
CFN# 2023131138 OR BK 12717 PG 12 Pgs 0011-0015 06/05/2023 02:31:28 PM

EXHIBIT "A"

ADDITIONAL FARMLAND (ADAMS) PROPERTY:

The East 1/2 of the NW 1/4; the West 1/2 of the NE 1/4; that part of the NE 1/4 of the SW 1/4 lying North of the Seaboard Coastline Railroad; that part of the NW 1/4 of the SE 1/4 lying North of the Seaboard Coastline Railroad and the West 166.82 feet of the SE 1/4 of the NE 1/4, less and except the NE 1/4 of the SE 1/4 of the SW 1/4 of the NE 1/4 and that property described in Official Records Book 1602, Page 319, (ASSUMING THE North line of the NE 1/4 of Section 27, Township 27 South, Range 26 East to be a due East-West line: Begin at the NW corner of said NE 1/4 of said Section 27; thence run East 65.00 feet; thence South 46 degrees 48' 30" West 94.78 feet; thence North 03 degrees 37' East 65.00 feet to the Point of Beginning) and Old Lake Alfred Haines City Road and Seaboard Coastline Railroad right of way and subject to the road right of way for Lake Lowery Road. All lying in Section 27, Township 27 South, Range 26 East, Polk County, Florida.

NOTE: That part of the above described property lying the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 27, Township 27 South, Range 26 East, North of the Seaboard Coastline Railroad is part of Lots 6 and 7 of H.S. Riggins Subdivision according to the plat thereof recorded in Plat Book 3, Page 38, Public Records of Polk County, Florida.

NOTE: That part of the above described property lying in the SW 1/4 of the SW 1/4 of the NE 1/4 of Section 27, Township 27 South, Range 26 East, is the Replat of a replat of Summit according to the plat thereof recorded in Plat Book 28, Page 6, Public Records of Polk County, Florida.

EXHIBIT "B"
Permitted Exceptions

1. Easement granted to Tampa Electric Company filed February 8, 1971 in Official Records Book 1336, at Page 408.
2. Easement granted to Tampa Electric Company filed November 23, 1971 in Official Records Book 1401, at Page 708.
3. Easements filed in Official Records Book 1697, at Page 484, Official Records Book 1731, at Page 949, Official Records Book 1731, at Page 951.
4. Easement granted to the City of Lake Alfred filed August 6, 1976 in Official Records Book 1704, at Page 1033.
5. Easement granted to Tampa Electric Company filed May 11, 1977 in Official Records Book 1746, at Page 1048.
6. Easement filed in Official Records Book 1923, at Page 333.
7. Easement granted to Tampa Electric Company filed June 25, 1986 in Official Records Book 2433, at Page 670.
8. Road reservations filed in Deed Book 124, Page 315; Deed Book 153, Page 501; Deed Book 162, Page 359; Deed Book 171, Page 88; Deed Book 171, Page 409; Deed Book 282, Page 264; and Deed Book 737, Page 101.
9. Rights, whether actual, implied or claimed arising under common law or under F. S. 704.08 of persons in connection with the visitation, maintenance, decoration and use of the cemetery surrounded by the property.
10. Easement for ingress and egress by and between Todhunter International, Inc., a Delaware corporation, (as "Grantor") and Elsie R. Warren, as Trustee of the Elsie R. Warren Revocable Living Trust Agreement dated January 23, 2002, dated October 15, 2002 and recorded in Official Record Book 5362, Page 2124. Easement for ingress and egress recorded in Official Record Book 5362, Page 2126.
11. Subject to the road right of way for Lake Lowery Road as shown in Map Book 3, Pages 268-273.
12. Supplemental Final Order and Judgment recorded in Official Records Book 7587, Page 1347, as amended by that Easement Deed by Court Order in Settlement of Landowner Action, recorded October 16, 2013, in Official Records Book 9089, Page 2142, and that Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action, recorded November 20, 2013 in Official Records Book 9116, Page 600.

13. Taxes and assessments for the year 2023 and subsequent years which are not yet due and payable.
14. Cattle grazing rights, if any, held by Clint Lightsey as evidenced by an undated letter agreement by Caribbean Distillers LLC.

All recording information is of the Official Records of Polk County, Florida

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

POLK COUNTY PARCEL ID NOS.: 06-27-22-000000-
042010; 26-27-22-000000-042040; 26-27-22-000000-042050;
26-27-22-000000-042060; 26-27-22-000000-042070; 26-27-
22-000000-042080; 26-27-22-000000-042080

INSTR # 2024012885
BK 12976 Pgs 0222-0228 PG(s)7
01/18/2024 09:30:16 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 61.00
DEED DOC 4,925.90

SPECIAL WARRANTY DEED

THIS INDENTURE executed this 12th day of January, 2024, by **JENNIFER S. BROXTON, a/k/a JENNIFER B. HELMS**, an individual, having an address of 120 Arietta Shores Drive, Auburndale, Florida 33823, and **AUBURNDALE FRUIT CO., INC.**, a Florida corporation, having an address of P.O. Box 2235, Auburndale, Florida 33823 (collectively, "**Grantor**"), in favor of **BF-KL LOWERY HILLS LLC**, a Florida limited liability company, having an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantee**").

WITNESSETH:

Grantor, in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situate in Polk County, Florida, more particularly described as follows (the "**Property**"):

SEE EXHIBIT "A" ATTACHED HERETO.

THE PROPERTY CONVEYED HEREBY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR OR CONTIGUOUS THERETO.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor party, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

SUBJECT TO Taxes and assessments for the year 2024 and all subsequent years, not yet due and payable, and to those matters set forth on **Exhibit "B"** attached hereto and made a part hereof; however, reference herein shall not reimpose same.

AND GRANTOR covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under Grantor.

IN WITNESS WHEREOF, the undersigned has set his hand and seal on behalf of Grantor on the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Laura Boggow
Print Name: Laura Boggow
Address: 500 S. Florida Ave #300
LAKEWATERS, FL

Jennifer B Helms
JENNIFER S. BROXTON, a/k/a JENNIFER
B. HELMS

Date: 1/11/2024

Abel A. Putnam
Print Name: Abel A. Putnam
Address: 500 S. Florida Ave #300
LAKEWATERS, FL

STATE OF FLORIDA)
COUNTY OF POLK) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of January, 2024, by JENNIFER S. BROXTON, a/k/a JENNIFER B. HELMS. She ☐ is personally known to me or ☒ has produced FDL as identification.

(Notary Seal)



Abel A. Putnam
Notary Public-State of Florida
Print Name: Abel A. Putnam
My Commission No: HH 411429
My Commission expires: 07/21/2027

[Signatures continue following page]

Signed, sealed and delivered
in the presence of:

AUBURNDALE FRUIT CO., INC., a
Florida corporation

Laura Riggow
Print Name: Laura Riggow
Address: 500 S. Florida Ave #300
LAKELAND, FL

By: Jennifer B. Helms
Print Name: JENNIFER B. HELMS
Title: PRES
Date: 01/11/2024

Abel A. Putnam
Print Name: ABEL A. PUTNAM
Address: 500 S. Florida Ave #300
LAKELAND, FL

STATE OF FLORIDA)
COUNTY OF POLK) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 11 day of January, 2024, by JENNIFER B. HELMS as
PRES. of AUBURNDALE FRUIT CO., INC., a Florida corporation, on
behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced
FL D.C. as identification.

(Notary Seal)



Abel A. Putnam
Notary Public-State of Florida
Print Name: ABEL A. PUTNAM
My Commission No: HH 411429
My Commission expires: 07/21/2027

Exhibit "A"

Property

PARCEL 1:

The East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida; Less and Except the West 125 feet thereof;

And less and except the following described parcel: Begin at a point 125.00 feet East of the West boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of said Section 22 and lying on the South boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of said Section 22; proceed East 100.00 feet along said boundary line; thence due North, parallel to the West boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, a distance of 432.00 feet; thence due West along a line parallel to the South boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, a distance of 100.00 feet; thence due South 432.00 feet to the Point of Beginning;

And less and except the following described parcels:

The East 100 feet of the West 325 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

AND

The East 100 feet of the West 425 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

AND

The East 100 feet of the West 525 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

AND

The East 100 feet of the West 625 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

And less and except the following described parcel: As a point of reference, start at the Southeast corner of the Southwest 1/4 of said Section 22, and proceed North along the East line of said Southwest 1/4, 50 feet for a Point of Beginning; thence proceed West 15 feet; thence North 200 feet parallel to the East line of said Southwest 1/4; thence East 15 feet; thence South 200 feet to the Point of Beginning

FOR INFORMATIONAL PURPOSES ONLY: Parcel #26-27-22-000000-042010.

PARCEL 2:

The East 100 feet of the West 325 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

FOR INFORMATIONAL PURPOSES ONLY: Parcel #26-27-22-000000-042040.

PARCEL 3:

The East 100 feet of the West 425 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

FOR INFORMATIONAL PURPOSES ONLY: Parcel #26-27-22-000000-042050.

PARCEL 4:

The East 100 feet of the West 525 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

FOR INFORMATIONAL PURPOSES ONLY: Parcel #26-27-22-000000-042060.

PARCEL 5:

The East 100 feet of the West 625 feet of the South 436 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida.

FOR INFORMATIONAL PURPOSES ONLY: Parcel #26-27-22-000000-042070.

PARCEL 6:

Commence at the Southwest corner of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida; thence run East 125 feet along the South line of said Section 22; thence run North 322 feet to the Point of Beginning; thence run West 16 feet; thence run North 60 feet; thence run East 16 feet; thence run South 60 feet to the Point of Beginning.

AND

Begin at a point 125.00 feet East of the West boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida, and lying on the South boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of said Section 22; proceed East 100.00 feet along said boundary line; thence due North, parallel to the West boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, a distance of 432.00 feet; thence due West along a line parallel to the South boundary line of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, a distance of 100.00 feet; thence due South 432.00 feet to the Point of Beginning.

FOR INFORMATIONAL PURPOSES ONLY: Parcel #26-27-22-000000-042020.

PARCEL 7:

The West 125 feet of the East one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida; Less and Except therefrom the following described parcel: Commence at the Southwest corner of the East one-half of the Southeast 1/4 of the Southwest 1/4 of said Section 22; thence run East 125 feet along the South line of said Section 22; thence run North 322 feet to the Point of Beginning; thence run West 16 feet; thence run North 60 feet; thence run East 16 feet; thence run South 60 feet to the Point of Beginning.

Together with the West one-half of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 27 South, Range 26 East, Polk County, Florida; less and except a tract in the Northwest corner described as follows: Begin at the Northwest corner of the Southeast 1/4 of the Southwest 1/4; thence run East 500 feet along the North line of the Southeast 1/4 of the Southwest 1/4; thence Southwest to a point which is 413 feet South of the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence North 413 feet along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 22 to the Point of Beginning.

FOR INFORMATIONAL PURPOSES ONLY: Parcel #26-27-22-000000-042080.

Exhibit "B"

Permitted Exceptions

1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
2. Ordinance 1479-22 recorded in Official Records Book 12221, Page 1765, of the Public Records of Polk County, Florida.
3. Notice of Establishment of the Lowery Hills Community Development District recorded in Official Records Book 12711, Page 560, of the Public Records of Polk County, Florida.
4. Ordinance No. 1515-23 recorded in Official Records Book 12694, Page 1891, of the Public Records of Polk County, Florida.
5. Petitioner's Agreement Regarding Lowery Hills Community Development District recorded in Official Records Book 12694, Page 1992, of the Public Records of Polk County, Florida.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
BF-KL LOWERY HILLS LLC

Filing Information

Document Number	L23000215139
FEI/EIN Number	92-3840397
Date Filed	05/01/2023
State	FL
Status	ACTIVE
Last Event	LC REVOCATION OF DISSOLUTION
Event Date Filed	07/14/2023
Event Effective Date	NONE

Principal Address

105 NE 1ST STREET
DELRAY BEACH, FL 33444

Mailing Address

105 NE 1ST STREET
DELRAY BEACH, FL 33444

Registered Agent Name & Address

CORPORATIONS SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

THE KOLTER GROUP LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

Annual Reports

Report Year	Filed Date
2024	01/19/2024
2025	03/26/2025

Document Images

03/26/2025 -- ANNUAL REPORT	View image in PDF format
01/19/2024 -- ANNUAL REPORT	View image in PDF format
07/14/2023 -- LC Revocation of Dissolution	View image in PDF format
06/08/2023 -- VOLUNTARY DISSOLUTION	View image in PDF format
05/01/2023 -- Florida Limited Liability	View image in PDF format

PROJECT NAME: Lowery Hills Off-Site Improvements (Force Main Extension)				DATE 1-Dec-25	
PROJECT LOCATION Old Lake Alfred-Haines City Road Lake Alfred. FL 33850					
TASK CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
FORCE MAIN (Added per City Request)					
G3010 124 5410	8" PVC Pipe, C900 (Includes excavation, bedding, backfill, & compaction)	4,775	EA	\$ 34.80	\$ 166,170.00
33 14 19.10 3816	8"- Gate valves C.I 125 psi, Mechanical Joint Force Main	4.00	EA	\$ 4,100.00	\$ 16,400.00
FDOT 1080 26102	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2"	1.00	EA	\$ 6,328.60	\$ 6,328.60
33 14 13.15 8240	8" Tee D.I	2	EA	\$ 1,600.00	\$ 3,200.00
33 14 13.15 8405	12" - 45 Deg. Bend D.I. Mechanical Joint	4	EA	\$ 760.00	\$ 3,040.00
33 14 13.15 6190	8" - Cap D.I. Mechanical Joint	1	EA	\$ 269.00	\$ 269.00
					\$ -
	Sub-Total				\$ 195,138.60
OTHERS					
Estimated	Maintenance of Traffic for Additional Force Main Installation	1.00	LS	\$ 15,000.00	\$ 15,000.00
	Sub-Total				\$ 15,000.00
	General Conditions @	0%			\$ -
TOTAL SITE					\$ 210,138.60

Note: This cost estimate is based on RSMeans 2022 Cost Data and and 2024 to 2025 FDOT (Area 8 and Statewide) Average Cost Data is subject to change based on final site design and actual contractor's bid

Assumptions:

- 1
- 2
- 3

PROJECT NAME:		Lowery Hills Off-Site Improvements (Water and Force Main Upsizing)			DATE	1-Dec-25
PROJECT LOCATION: Old Lake Alfred-Haines City Road Lake Alfred. FL 33850						
TASK CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	
POTABLE WATER (Design)						
G3010 124 5415	10" PVC Pipe, C900 (Includes excavation, bedding, backfill, & compaction)	4,970	LF	\$ (39.85)	\$ (198,054.50)	
G3010 124 1550	10" PVC Pipe, DI (Includes excavation, bedding, backfill, & compaction)	132	LF	\$ (87.00)	\$ (11,484.00)	
33 14 19.10 3818	10"- Gate valves C.I 125 psi, Mechanical Joint	9	EA	\$ (7,125.00)	\$ (64,125.00)	
33 14 13.15 8260	10" Tee D.I.	5	EA	\$ (1,775.00)	\$ (8,875.00)	
Estimated	10" HDPE via Directional Drill	200	LF	\$ (60.00)	\$ (12,000.00)	
Estimated	10" DR18 Jack & Bore 20" Casing	180	LF	\$ (440.00)	\$ (79,200.00)	
Estimated	10" D.I. Pipe Fittings	35	EA	\$ (1,020.00)	\$ (35,700.00)	
	Sub-Total				\$ (409,438.50)	
POTABLE WATER (Upsized per City Request)						
G3010 124 5420	12" PVC Pipe, C900 (Includes excavation, bedding, backfill, & compaction)	4,970	LF	\$ 46.00	\$ 228,620.00	
G3010 124 1600	12" PVC Pipe, DI (Includes excavation, bedding, backfill, & compaction)	132	LF	\$ 92.00	\$ 12,144.00	
33 05 07.13 0130	12" HDPE via Directional Drill	200	LF	\$ 80.00	\$ 16,000.00	
33 05 07.23 0100	12" DR18 Jack & Bore 24" Casing	180	LF	\$ 560.00	\$ 100,800.00	
33 14 19.10 3820	12"- Gate valves C.I 125 psi, Mechanical Joint	9	EA	\$ 9,550.00	\$ 85,950.00	
33 14 13.15 8280	12" Tee D.I.	5	EA	\$ 2,775.00	\$ 13,875.00	
Estimated	12" Pipe D.I. Fittings	35	EA	\$ 1,275.00	\$ 44,625.00	
					\$ -	
	Sub-Total				\$ 502,014.00	
SANITARY SEWER (Design)						
G3010 124 5405	6" PVC Pipe, C900 (Includes excavation, bedding, backfill, & compaction)	3,110	EA	\$ (29.20)	\$ (90,812.00)	
33 14 19.10 3814	6"- Gate valves C.I 125 psi, Mechanical Joint Force Main	8.00	EA	\$ (2,500.00)	\$ (20,000.00)	
33 14 13.15 8220	6" Tee D.I.	2	EA	\$ (1,025.00)	\$ (2,050.00)	
33 05 07.13 0120	6" HDPE via Directional Drill	200	LF	\$ (31.00)	\$ (6,200.00)	
Estimated	6" DR18 Jack & Bore 16" Casing	180	LF	\$ (300.00)	\$ (54,000.00)	
Estimated	6" D.I. Pipe Fittings	15	EA	\$ (505.00)	\$ (7,575.00)	
					\$ (180,637.00)	
SANITARY SEWER (Upsized per City Request)						
G3010 124 5410	8" PVC Pipe, C900 (Includes excavation, bedding, backfill, & compaction)	3,110	EA	\$ 34.80	\$ 108,228.00	
33 14 19.10 3816	8"- Gate valves C.I 125 psi, Mechanical Joint Force Main	8.00	EA	\$ 4,100.00	\$ 32,800.00	
Estimated	8" HDPE via Directional Drill	200	LF	\$ 45.00	\$ 9,000.00	
Estimated	8" DR18 Jack & Bore 20" Casing	180	LF	\$ 420.00	\$ 75,600.00	
33 14 13.15 8240	8" Tee D.I.	2	EA	\$ 1,600.00	\$ 3,200.00	
Estimated	8" Pipe D.I. Fittings	15	EA	\$ 760.00	\$ 11,400.00	
					\$ -	
	Sub-Total				\$ 240,228.00	
	General Conditions @	0%				
TOTAL SITE					\$ 152,166.50	

Note: This cost estimate is based on RSMeans 2022 Cost Data and and 2024 to 2025 FDOT (Area 8 and Statewide) Average Cost Data is subject to change based on final site design and actual contractor's bid

Assumptions:

- 1
- 2
- 3

PROJECT NAME:		Lowery Hills Off-Site Improvements (Water Main Extension)			DATE 1-Dec-25	
PROJECT LOCATION		Old Lake Alfred-Haines City Road Lake Alfred. FL 33850				
TASK CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	
POTABLE WATER (Added per City Request)						
G3010 124 5420	12" PVC Pipe, C900 (Includes excavation, bedding, backfill, & compaction)	1,470	LF	\$ 46.00	\$ 67,620.00	
33 14 19.10 3820	12"- Gate valves C.I. 125 psi, Mechanical Joint	2	EA	\$ 9,550.00	\$ 19,100.00	
33 14 13.15 8410	12" - 45 Deg. Bend D.I. Mechanical Joint	4	EA	\$ 1,275.00	\$ 5,100.00	
33 14 13.15 6200	12" - Cap D.I. Mechanical Joint	1	EA	\$ 465.00	\$ 465.00	
G3010 410 1100	Fire Hydrant Assembly (0 offset, 4' deep)	1	EA	\$ 11,375.00	\$ 11,375.00	
					\$ -	
	Sub-Total				\$ 103,660.00	
OTHERS						
Estimated	Maintenance of Traffic for Additional Water Main Installation	1.00	LS	\$ 15,000.00	\$ 15,000.00	
	Sub-Total				\$ 15,000.00	
	General Conditions @	0%			\$ -	
TOTAL SITE					\$ 118,660.00	

Note: This cost estimate is based on RSMeans 2022 Cost Data and and 2024 to 2025 FDOT (Area 8 and Statewide) Average Cost Data is subject to change based on final site design and actual contractor's bid

Assumptions:

- 1
- 2
- 3

Exhibit "C"

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the DEVELOPER, we certify that the DEVELOPER identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in *Schedule I or Schedule II of Florida State Statute §893.03* to any person for the purpose of exploitation of that person.

DEVELOPER: [REDACTED]

Executed this ____ day of _____, 2026.

By: _____
Name: _____
Title: _____

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of _____, ☐ who is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____