

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



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

**AGENDA
CITY COMMISSION
MONDAY, MARCH 2, 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

Consent Agenda:

- 1.) City Commission Meeting Minutes for February 17, 2026
- 2.) City Commission Announcements
- 3.) Special Event: Easter Extravaganza Application

Agenda:

- 1.) Public Hearing: Ordinance 1574-26: Tree-O Groves Annexation
- 2.) Public Hearing: Resolution 03-26: Community Project Funding
- 3.) Public Hearing: Developers Agreement: Lowery Hills Utility Extension
- 4.) Bid Award: Mackay Dock
- 5.) Department Updates

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

Commissioner Questions and Comments:

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

Adjourn

LAKE ALFRED CITY COMMISSION
MARCH 2, 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 February 17, 2026

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
3/7	Heritage Day Festival	120 E. Pomelo Street	10 AM – 2 PM
3/9	Summer Camp Registration Opens	Parks and Recreation	N/A
3/11	Blood Drive	City Admin	10 AM – 2 PM
3/12	Ridge League of Cities Dinner	Bartow	6:00 PM – 9:00 PM
3/16	City Commission Meeting	City Hall	7:00 PM
3/17	General Employees Retirement Board	Public Works Training Facility	3:00 PM
3/17	Police and Fire Retirement Board	Public Works Training Facility	4:30 PM
3/26	Planning and Zoning Board	City Hall	6:00 PM

**MINUTES
CITY COMMISSION / CRA
TUESDAY, FEBRUARY 17, 2026
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, Parks and Recreation Director Emily Deal, Police Chief Art Bodenheimer, Assistant to the City Manager Brenn Hines, Fire Chief Darius Livingston, Grant and Outreach Manager Aubrey Fuller, Fire Marshall/Deputy Fire Chief Thomas Murphy, and Deputy City Clerk/Executive Assistant to the City Manager Lita O'Neill.

The City Manager announced the following:

1. Amy Parrish was recognized for her first place in the Daughters of the American Revolution Essay History Contest for High School from the Lake Wales Chapter.
2. The Fruitland Park Community Reunion Event recap was given.
3. The ribbon cutting for Raise the Bar and Grill will be held on Saturday, February 28, 2026, at noon.
4. The next City Commission meeting will be held on Monday, March 2, 2026.
5. The Heritage Day Festival will be held on Saturday, March 7, 2026, from 10 AM to 2 PM on E. Pomelo Street.
6. TEDx will be hosted by Dr. Jessica Pryce on Saturday, February 21, 2026, at 12:30 p.m. at MacKay Gardens and Lakeside Preserve. This is a ticketed event, and registration is required.

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

Presentation: Fire Department

Fire Chief Livingston presented and discussed the history of the vehicle bases used for outfitting brush trucks in the fire service. He shared that the City currently has an F350 that incurs maintenance costs due to its lack of use. He spoke about exhaust fumes, the increased cancer risk among firefighters, and the new Tesla brush truck as a multi-use vehicle. The new truck will

contribute to good causes by providing educational opportunities for our youth, supporting cancer prevention initiatives, and being less expensive than a traditional fuel vehicle.

Shawn White and Carson Bassett of Chemical Containers and Warrior Brush Trucks were in attendance. They shared that they have been in the spray business for over 40 years, with about 6 years of experience specifically with brush trucks. The government agencies they worked with were numerous, including municipalities, counties, and state agencies.

Fire Chief Livingston discussed the progression from generator power to electrical power when using the jaws of life to extricate people from a vehicle crash. A demonstration was shown to the City Commission first using generator power and now using the battery-powered version.

Mayor Fuller opened the floor to public comments and questions.

David Kincaid of W. Pierce Street said as an engineer, he decided to dig deeper into the data and said the data would speak for itself. He commended the city for its modernization and shared that he had conducted an analysis of five types of alternative vehicles. He reviewed specific data in the report, saying he analyzed it by six categories, and said electric vehicles were a viable platform for what the city was doing.

Sherri Parker of 450 S. Glencruiten Avenue said she was in favor of electric vehicles, that the city saved money, and that she was happy with the city's decision. She concluded that the vehicle's funding came from the Public Safety fund, which is funded through the School Zone Speed Enforcement program.

David Joseph of 864 Griffon Avenue asked about the cost of replacement for the battery-powered extrication tool. City staff shared that the cost of a new tool is over \$40,000. The City's tool was grant-funded. He suggested that the city has a backup plan. He then asked about the city ordinances and lakefront maintenance.

A brief discussion ensued regarding the Grassy Lake common areas and the different regulatory agencies. Vice Mayor Daley suggested the Florida Fish and Wildlife Conservation Commission as an additional resource.

Recognition of Citizens

Tammy Langley of 1108 Griffon Avenue shared that she recently moved to Lake Alfred. She spoke about the retention pond near her house, the water accumulation on her street, and the storm drain flowing eastward into the lake. Her concerns were about where the water would go when Publix was built and plastic bags.

Kim Bodnar of 341 Ceder Glenn Drive said that since she moved here, the city has a new Polk County Government Center and is now getting a Publix. She spoke about small towns that are now growing into larger cities, such as Lakeland, Bartow, or Davenport. She wanted to know how big Lake Alfred planned to grow. She asked why the city was getting a Publix when there were others within a 15-minute drive.

The Mayor said he understood and shared his experience, and the Vice Mayor spoke about property rights and how we could maintain sustainable growth through the Unified Land Development Code. The city manager also spoke about property rights and the uniqueness of the City of Lake Alfred, given its many surrounding wetlands.

Kim Bodnar then asked who was responsible for the roads, and it was shared that CR557 was Polk County's responsibility and that US Highway 17/92 was the State of Florida's responsibility.

A brief discussion ensued about the signalization and roadway improvements planned for the Eden Hills area.

Commissioner Eden further explained that the City Commission can only determine whether the property is consistent with the Unified Land Development Code, the Comprehensive Plan, and other applicable state laws.

Kim Bodnar thanked the City Commission.

Rob Parrish of 1626 Newfoundland Road said he loves Lake Alfred's small-town feel. He shared that he wanted a place where his children could live near them when they were ready to move out of the house. He would love the opportunity for them to live here and said it comes down to how well we manage the growth. He expressed his appreciation for the City Commission and thanked them.

Tammy Langley of 1108 Griffon Avenue spoke about the trash along Old Lake Alfred Road and suggested littering fines and a campaign to keep Lake Alfred clean.

Special Recognition

Amy Parrish read her American History Essay written for the Daughters of the American Revolution. She placed first in the High School category and received an award from the Lake Wales Chapter on February 10, 2026. Her essay was about a patriot named Peter Francisco, who was one of the most unsung heroes of the Revolutionary War. Peter was a six-and-a-half-foot-tall man known both as the "Virginia Giant" and the "Giant of the Revolution." Without him, the Americans would have lost two crucial battles, perhaps the War, and with it our freedom.

Mayor Fuller presented the Consent Agenda.

Consent Agenda:

- 1.) City Commission Meeting Minutes for February 2, 2026
- 2.) City Commission Announcements
- 3.) Purchase: City Hall Digital Sign Replacement
- 4.) Purchase and Sales Agreement: Lock Street

The City Clerk inserted the analysis for items three and four. 3.) The current sign was approved for purchase on February 20, 2017, for \$30,714.94 and has met the end of its lifecycle. The sign has been repaired several times, but still has intermittent issues. The proposal is for a new digital sign to replace the marquee in front of City Hall, which currently displays City events and public notices to citizens. The new digital sign will display graphics and cycle through multiple messages, with the animated capabilities included with the new software. The digital screen will be the same size as the existing one. Cypress Signs is a single source for the Watchfire sign, and they provided two quotes based on the pixel size.

- Cypress Signs: \$36,885 – 8mm
- Cypress Signs: \$32,852 – 10mm

The city recommends the smaller pixel size (8mm) for the clarity it would provide, and the minimal price difference compared to the larger pixel size (10mm) quoted for \$36,885. Funding is available in general operations and facility maintenance to accommodate the expense.

4.) The City of Lake Alfred is a project participant in the Southeast Wellfield Project and has committed to receive 1 million gallons per day in alternate water supply through the project. The primary water main is located along US 27 and will connect to various cities along the ridge including the City of Winter Haven. The project design is to wheel our water through the City of Winter Haven's utility system through an interconnect we have with them on Lock Street. In order to facilitate the reception of this water into our system the City needs to build a receiving station (which is effectively a water plant) as close to the interconnect with the City of Winter Haven as possible.

On February 17, 2025, the City Commission authorized the purchase and sales agreement for a parcel of land on Lock Street that is across the street from the interconnect. During the initial due diligence, a title issue was discovered from an old plat. This issue has since been resolved to the satisfaction of the City. The owner has tentatively agreed to a purchase price of \$250,000. Recently, the property was appraised at \$120k; it is part of a larger commercial property with frontage on US 17/92. Additionally, the property is ideally located near the interconnect and has sufficient acreage for the receiving station. This will significantly reduce the length and cost of the main water line required to connect the receiving station to the interconnect.

The expenses associated with the receiving station have been included in the FY 25/26 Budget and the 5-year Capital Improvement Program. The City has received \$500,000 in Heartland Grant funds, through the Polk County Water Cooperative and the State of Florida, for the property purchase and design costs associated with the receiving station. The City and the Cooperative will continue advocating for additional grant funding to cover the receiving station's construction costs. The end goal is to secure sufficient grant funding to fully cover the property, design, and construction costs for the receiving station through the Water Cooperative.

Staff recommends approval of the Purchase and Sales Agreement for the Lock Street property in the amount of \$250,000, plus survey costs and doc stamps, for a total of approximately \$256,875.

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

Vice Mayor Daley moved to approve the Consent Agenda. **Commissioner Eden** seconded the motion, which was unanimously approved.

Mayor Fuller presented the first item of business for consideration.

1.) Public Hearing: Ordinance 1574-26: Tree-O Groves Annexation

The City Attorney read the title of Ordinance 1574-26 into the record.

The city manager presented the analysis. Pursuant to Florida Statutes Chapter 171, the city may consider the annexation of unincorporated areas of a county that are contiguous to the municipality, compact, and will not create an enclave. The applicant has submitted to the City voluntary annexation petitions under Chapter 171.044 to request the annexation of one (1) parcel into the city limits of Lake Alfred.

This is a triangular area of approximately 0.036± acres, northwest of White Road, and southwest of Arbuthnot Lane. This parcel was included in a prospective development and was a ministerial clean-up.

The action currently before the City Commission is only on the annexation of the property into the City. If approved, establishing Future Land Use and Zoning designations would be considered in future action items presented to the Planning and Zoning Board and City Commission. If approved on the first reading, the proposed Ordinance will be presented for the second and final reading on March 2, 2026.

The staff recommended approval of Ordinance 1574-26 on the first reading.

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

Clarification was provided on the map regarding the parcel's location.

Commissioner Robinson moved to approve the Tree-O Groves Annexation on the first reading. **Commissioner Dearmin** seconded the motion, which was unanimously approved.

Mayor Fuller presented the next item of business for consideration.

2.) Resolution 02-26: Tree-O Groves Property Acceptance and Conveyance

The City Attorney read the title of Resolution 02-26 into the record.

The city manager presented the analysis. The City of Lake Alfred is accepting the conveyance of real property from Tree-O Groves, Inc. for one (1) unimproved parcel totaling approximately 4.3496 +/- acres.

The Special Warranty Deed was recorded on January 21, 2026, in Official Records Book 13853, Pages 1751-1752, public records of Polk County, Florida. The proposed resolution officially accepts the conveyance of the property.

The property being accepted is a key link between two prospective developments and is needed to facilitate a future road connection in accordance with the City's Transportation Master Plan. The City is accepting ownership of the property now while engaged with the current property owner, so that it isn't sold or transferred to a third party.

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

Vice Mayor Daley asked whether this parcel was partially a wetland, and city staff said yes; if it were ever developed, it would require design, permits, and mitigation.

Commissioner Eden moved to approve Resolution 02-26. **Commissioner Dearmin** seconded the motion, which was unanimously approved.

Mayor Fuller presented the next item of business for consideration.

3.) Bid Award: Haines Blvd. Downtown Project Water Line Relocation

The city manager presented the analysis. The City's Community Redevelopment Agency has a project in the current FY 25/26 budget to renovate and upgrade the streetscaping on Haines Blvd (e.g. pavers, lighting, landscaping, etc.). In scoping out and preparing for the project, it was determined that much of the current landscaping is rootbound in areas that are too compact and will need to be relocated as a part of the project. In planning for the removal, it was discovered that the existing landscaping is directly over the water main on Haines Blvd and that its root systems are entangled with the water main.

The proposed project will replace the existing 6-inch water main along Haines Boulevard. The water main being replaced was installed more than 50 years ago and is eligible for replacement. Proactively replacing the water main of water breaks in advance of the downtown project will reduce the risk of service disruptions, emergency repairs, and project delays.

Additionally, part of the project involves installing valves at either end of the project length, which allow isolation of this portion of the water system. This is beneficial as it will allow this portion of the main to be isolated if there is ever a need for future repairs without having to shut off much larger sections of the system in order to isolate the area (especially in the center of town, which has the oldest pipes closest to the original water plant).

The following bids were submitted:

Odum Contracting	\$115,887
Tri-Sure Corporation	\$117,000
Con-Sure, Inc.	\$117,700

The city has budgeted \$650,000 to be placed into enterprise reserves in the current FY 25/26, and the project cost will be tentatively offset by this amount.

The staff recommendation is to approve the bid award to Odum Contracting in the amount of \$115,887 for the Haines Boulevard Waterline Replacement Project.

Mayor Fuller opened the floor to public comments.

Tammy Langlely of 1108 Griffon Avenue asked whether there would be any detours during construction, and city staff said there would not, since the waterline is not in the roadway.

Mayor Fuller closed the floor to public comments.

Commissioner Eden asked whether the city would run the new water line before decommissioning the existing line, and city staff responded that it would.

A brief discussion ensued about minimal disruptions to businesses and providing notice.

Commissioner Eden moved to approve the bid award to Odom Contracting in the amount of \$115,887 and further authorize the City Manager to negotiate and execute a construction agreement with Odom Contracting. **Commissioner Dearmin** seconded the motion, which was unanimously approved.

Department Updates:

Human Resources and the City Clerk/ADA Coordinator/Special Projects Director presented on their 2025 Department Updates.

Human Resources Overview

Introduced new Human Resources Admin Jessica Zoeller

2025 focus areas:

- Compliance & risk mitigation
- Recruitment & retention
- Training & development
- Organizational culture

Recruitment and Hiring Improvements

Training and Employee Development

Compliance and Policy Modernization

Benefits and Employee Support

Culture and Clifton Strengths Initiative

Looking ahead in 2026

- Recruitment Challenges
- Expand Training Programs
- Supervisor Development and Succession Planning
- Ongoing Policy Modernization

City Clerk Overview

Introduced Deputy City Clerk/Executive Assistant to the City Manager, Lita O'Neill

Provided an overview of the 2025 Accomplishments

- Records Management
- Signature Verification
- Social Media
- Americans with Disabilities Act
- Florida Association of City Clerks
- International Institute of Municipal Clerks

ADA Accomplishments

- Gardner House Entrance Ramp
- Lavender N' Lace Sidewalk Project
- Police Department Entrance Ramp, Automatic Door, and Handrails
- ADA Swing at Central Park
- Lake Alfred Historical Society Handrails
- Fire Department Intercom

2025 Special Projects

- Buena Vista Lift Station
- New John Deaton Water Plant started
- CR557 Pipe Project Completed
- Bank Renovation – City Services Center completion in March
- Public Safety Roofs

Vice Mayor Daley requested a crosswalk in front of City Hall and a small sidewalk project at the corner of Ramona Avenue and Cummings Street, which leads to the school.

The City Commission thanked both directors for their presentations.

At 9:14 PM, Mayor Fuller recessed the City Commission Meeting.

At 9:14 PM, Chair Fuller called the Community Redevelopment Agency Meeting to order.

Roll Call: Linda Bourgeois, City Clerk

CRA Board Members in attendance: Chair Mac Fuller, Vice Chair Nancy Z. Daley, Board Member Brent Eden, Board Member Jack Dearmin, and Board Member Robinson.

Staff in attendance: City Manager Ryan Leavengood, City Attorney Seth Claytor, Human Resources Director Margarita Martin, Parks and Recreation Director Emily Deal, Police Chief Art Bodenheimer, Assistant to the City Manager Brenn Hines, Fire Chief Darius Livingston, Grant and Outreach Manager Aubrey Fuller, Fire Marshall/Deputy Fire Chief Thomas Murphy, and Deputy City Clerk/Executive Assistant to the City Manager Lita O'Neill.

Chair Fuller introduced the consent agenda.

Consent Agenda:

- 1.) Community Redevelopment Meeting Minutes for November 3, 2025
- 2.) CRA Annual Report

Pursuant to Chapter 163, Florida Statutes, a Community Redevelopment Agency is required to file an annual report with the county or municipality that created the agency and publish the report on the agency's website. The report must include the following information:

The most recent complete audit report of the redevelopment trust fund as required in s. 163.387(8), and the performance data for each plan authorized, administered, or overseen by the community redevelopment agency as of December 31 of the reporting year.

This report includes:

1. The total number of projects started and completed and the estimated cost for each project.
2. Total expenditures from the redevelopment trust fund.
3. Original assessed real property values within the community redevelopment agency's area of authority as of the day the agency was created.
4. Total assessed real property values of the property within the boundaries of the Community Redevelopment Agency as of January 1 of the reporting year.
5. Total amount expended for affordable housing for low-income and middle-income residents.

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

Board Member Dearmin moved to approve the CRA Consent Agenda, which was seconded by **Board Member Eden**. The motion was unanimously approved.

Chair Fuller introduced the first item of business.

1.) Bid Award: Haines Blvd. Downtown Streetscape Project

The city manager presented the analysis. The Downtown Streetscape Project includes installing new brick pavers, decorative light poles, relocating and replacing existing trees, and adding new benches and trash receptacles along the downtown corridor. This CRA project will integrate the beautification component of all three projects, including the waterline relocation and curbing reconstruction. The curbing reconstruction project will be brought forward for consideration at a future city commission meeting as a complete street project.

This project aims to create a more cohesive, pedestrian-friendly environment that supports downtown businesses and enhances the corridor's overall appearance.

The following bids were submitted:

1. Whitehead Construction	Bid Not Responsive
2. Henkelman Construction	Bid Not Responsive
3. JCR Construction Services	\$230,860

The proposed project was included in the current CRA FY 25/26 Budget, with \$275,000 allocated to complete it.

Staff Recommendation: Approve the bid award to JCR Construction Services in the amount of \$230,860 for the Haines Boulevard Downtown Project.

Chair Fuller opened the floor to public comments.

Tammy Langley of 1108 Griffon Avenue asked if the project would involve both sides of the street and if there was city parking downtown, and city staff responded yes to both questions.

Chair Fuller closed the floor to public comments.

Board Member Dearmin commented that he was proud of the City of Lake Alfred and that the project was excellent. He asked why there were no other bids.

Assistant to the City Manager Brenn Hines said that this was a multifaceted project and that the city has high standards.

Board Member Eden spoke about the growth in CRA funds over the past seven years and expressed excitement about the project coming to fruition.

Board Member Robinson moved to approve the bid award to JCR Construction Services and further authorize the City Manager to negotiate and execute a Construction Agreement with JCR Construction Services, which was seconded by **Board Member Eden**. The motion was unanimously approved.

At 9:23 PM, Chair Fuller adjourned the Community Redevelopment Agency Meeting.

At 9:23 PM, Mayor Fuller called the City Commission meeting back to order.

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, Parks and Recreation Director Emily Deal, Police Chief Art Bodenheimer, Assistant to the City Manager Brenn Hines, Fire Chief Darius Livingston, Grant and Outreach Manager Aubrey Fuller, Fire Marshall/Deputy Fire Chief Thomas Murphy, and Deputy City Clerk/Executive Assistant to the City Manager Lita O'Neill.

Recognition of Citizens

Milton Ingle said he had a question about the gas line installation along CR557. The city staff responded that it was to extend their service area due to the new growth.

Police Chief Bodenheimer said that they are now coming down Lake Mattie Road to tie into CR559. He believes it is to allow more people access to natural gas rather than electricity.

Milton continued by asking what was being done about people blocking sidewalks and parking on the wrong side of the road in Eden Hills. Chief Bodenheimer said the city was working to strengthen the municipal code and signage, and the police department was conducting community education meetings to raise awareness.

City Commission Questions and Comments

Commissioner Dearmin thanked everyone for attending the meeting and said that, in his job, he is honored to meet people from all over the world. This is a testament to what we do. He shared that he attended the Black History Month event, saying it was very educational and that there was a great turnout. Thank you.

Mayor Fuller said he hoped everyone had a great Valentine's Day. He is looking forward to the TEDx Event this weekend and has attended the event in Fruitland Park. He was honored to read the Black History Month proclamation. He shared that Las Comrades would be hosting a Cinco de Mayo event on Saturday, May 2, 2026, and celebrating their one-year anniversary. He thanked everyone for their prayers, notes, text messages, and phone calls regarding his wife's recent surgery, sharing that it was a success, and she said thank you and hello. He thanked the audience, David Kincaid, for his research, and welcomed everyone to attend the City Commission meetings. Thank you.

Vice Mayor Daley said she would love to attend the TEDx event this weekend; however, she cannot be in two places at once. She spoke about the State House's planned vote on property tax reform, encouraged everyone to email Josie Tomkow, and provided the email address. She continued and announced that two Discovery High School basketball coaches were recognized as coaches of the year for the 25/263A District 6. Additionally, two Discovery High School students were named student-athletes of the year within the same district. Thank you.

Commissioner Robinson, Jr. said these were busy times, which put a little stress on everyone. He is glad to see the city of Lake Alfred moving forward and helping each other get through issues. He commended the City Manager for his responsiveness and support. He continued by speaking about the well-designed and orchestrated Olympic Season, noting that 40+ Americans won medals. He encouraged everyone not to give up, and that just one step forward will get you a long

way. He thanked Mr. Kincaid for the free engineering analysis, thanked all of the city staff, and was super excited about the upcoming TEDx event. Thank you.

Commissioner Eden thanked both Chiefs, the first responders, and city staff. He thanked both department directors for their presentations and praised Amy Parrish for her American History Essay. He addressed the City Manager and Fire Chief, saying they did not have to put on the Fire Department presentation today, but was very appreciative that they did. He requested that the flyer be posted to the public for informational purposes. He expressed concerns about the turnover rate in 2025 and told the Human Resources Director that if any tools were needed to be successful, the City Commission was here for you.

A brief discussion ensued regarding employee turnover in 2025, and Director Martin clarified that it was not due to salaries; some departures were due to personal reasons, summer camp counselors, temporary part-time positions, and illnesses.

Commissioner Eden said he doesn't want the City of Lake Alfred to be a training ground for larger cities, and it was explained that the city is very competitive with them and conducts a salary study each year. Lake Alfred has a good reputation with excellent employees. Thank you.

Without further discussion, the City Commission meeting was adjourned at 9:50 p.m.

Respectfully submitted,

Linda Bourgeois, BAS, MMC, City Clerk

LAKE ALFRED CITY COMMISSION
MARCH 2, 2026

3.) Special Event: Easter Extravaganza Application

Attachment:

- Special Event Application w/ associated attachments

Analysis: The First Baptist Church of Lake Alfred plans to host an Easter Extravaganza event on Saturday, March 28, 2026, from 11 am to 2 pm. As part of their event, they are requesting a road closure of S. Rochelle Avenue between East Haines Blvd. and E. Pierce Street (on the east side of the Church property) from 10 am to 2:15 pm.

Staff have reviewed the application and have no objections to the request. Road closures require approval by the City Commission.

Staff Recommendation: Approve the Consent Agenda



Community Development

Building | Code Enforcement | Planning | Zoning

Application for Special Event

Applicant Information

Organization Name: First Baptist Church Lake Alfred

Is this organization classified a **501(c)** status by the Internal Revenue Service? Yes No
(If so, please provide a copy of the determination letter)

Employer Identification #: _____

Address: 280 E. Pierce St

City, State, and Zip: Lake Alfred FL 33850

Event Contact information

First name: Chris Last name: Stumpf

Phone: 937 847 8756 Email: Stumpie@Stumpiesmarketing.com

Event information

Name of Event: Easter Extravaganza

Purpose: Community Event, Easter Egg Hunts

Event Start Date: 3/28 Time: 11:00 AM Gated or ticketed?

Event End Date: 3/28 Time: 2:00 PM Open to general public?

Private

Please select the location for site map purposes:

- | | | |
|-----------------|---|--|
| Event Location: | <input type="checkbox"/> Central Park | <input type="checkbox"/> MacKay Garden and Lakeside Preserve |
| | <input type="checkbox"/> Gardner Park | <input type="checkbox"/> Highland Community Center |
| | <input type="checkbox"/> Lion's Park | <input type="checkbox"/> Other Park: _____ |
| | <input type="checkbox"/> Lake Rochelle Park | <input checked="" type="checkbox"/> Street: <u>S. Rochelle Ave</u> |
| | <input type="checkbox"/> Twin Lakes Park | <input checked="" type="checkbox"/> Private property: <u>FBC Lake Alfred</u> |

**City of Lake Alfred
Community Development**

Building | Code Enforcement | Planning | Zoning

Please select the type of Event:

- Block Party – an organized neighborhood or public gathering.

- Farmers' Market (ULDC Section 3.9.2) - outdoor market at a fixed location consisting principally of farmers and gardeners for the purpose of selling the agricultural products of their farm, garden, greenhouse, apiary, or forest directly to the public.

- Open Air Seasonal Sales (ULDC Section 3.9.4) - outside sales of seasonal products such as Christmas trees and pumpkins.

- Organized Competitive Event (ULDC Section 3.9.6) – any planned race, walk, derby, or event that involves a contest of skills and/or strength.

- Procession/Parade/Walk (ULDC Section 3.9.6) – a public or private march, run, cortege, walk, cavalcade, autocade, or parade of any kind.

- Public Assembly (ULDC Section 3.9.6) – any public gathering on a public property or right-of-way (street, sidewalk, or alley) for purpose of demonstration, rally, meeting, ceremony, or celebration

- Festival / Fair (ULDC Section 3.9.6) – any public gathering with vendors providing sales, services and/or activities

- Other: Easter Extravaganza

1. Estimate number of event personnel: 75 Estimated # of attendees: 750-1000

2. Require use of public right-of-way? Yes No

If yes, please list all proposed streets, sidewalks or alleys affected: Closed 10-2:30
S. Rochelle Ave. from E. Pierce + E. Maines Blvd.

3. Request City Commission approval for street closure? Yes No

4. Any attendance/parking charge to attend this event? Yes No

If yes, please describe _____

5. Will there be amplified sound devices? Yes No

**City of Lake Alfred
Community Development**

Building | Code Enforcement | Planning | Zoning

6. Any food vendors, food sales or on-site cooking? Yes No
~~Food Trucks~~ *No Food Vendors* grilling smoking frying boiling

7. Any Alcohol sales or consumption on-site (*Ordinance 1264-09*) Yes No
If yes,

- a. Provide Documentation of appropriate applications for state alcoholic beverage licensing.
- b. Provide a written general description of how the use of alcohol will be incorporated into the special event, including hours of service, proposed types of beverages (beer, wine, liquor), proposed beverage containers, and number of beverages planned to be on-hand/proposed to be served.
- c. Provide a written description of how security and beverage law compliance will be provided.
- d. Maximum hours of operation for permitted service, possession and/or consumption activity are: Mondays through Saturdays: 10:00 a.m.—10:00 p.m. and Sundays: 12:00 p.m.—6:00 p.m.
- e. Alcoholic beverages shall be served in containers meeting industry standards for special events. Alcoholic beverage containers shall be so designed and constructed that law enforcement officers may ascertain their contents upon visual inspection, and shall not include sport drink bottles, ceramic or glass mugs, closed containers, metal cans, glass bottles, or similar containers. The applicant shall provide for proper disposal of litter resulting from the activity.

A police detail may be required based on the access, size, event activities, and/or the availability of alcohol at an event whether on public or private property.

Site Plan Requirements (REQUIRED)

Please attach a clear and legible site plan / map with the following indicated:

- 1. North, indicated by a directional arrow symbol.
- 2. Depiction of the area (neighborhood, park, etc.) where the event will be held.
- 3. The location of parking and access: accessibility, event staff, and guest.
- 4. Location of any public area closures: street, alley, sidewalk, park
The location and dimensions of all physical equipment being placed on-site: stages, signs, barricades, bleachers, and trash receptacles, etc.
- 5. Location of vendors, booths, sponsors,
- 6. Location of food sales, food trucks, and seating areas
- 7. Location of restrooms and or port-o-lets
- 8. Location of tents or inflatables (Bounce Houses) for public assembly
- 9. Location of generators
- 10. Location of temporary alcohol sales where both sales and consumption will occur
- 11. Identify the distance from residential areas

**City of Lake Alfred
Community Development**

Building | Code Enforcement | Planning | Zoning

Insurance Requirements

Liability insurance in the amount of \$1,000,000.00 is required for all special events involving City property / public right-of-way and must name the City of Lake Alfred as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$2,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Alfred with this application. Failure to provide acceptable insurance will result in cancellation of the event.

Hold Harmless Statement and Acknowledgement

- The applicant shall indemnify, defend, and hold harmless the City of Lake Alfred and all of its officials, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Applicant, its agents, employees, or subcontractors during the performance of the permitted event, whether director or indirect, and whether to any person or property to which the City or said parties may be subject, except the neither the Applicant nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to person directly caused or resulting from the solely negligence of the City or any of its officials, agents, or employees.

- Applicant's obligation to indemnify, defend, and pay for the defense or at the City's option, to participate and associate with the City in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the City's notice of claim for indemnification to the Applicant. The Applicant's inability to evaluate liability or its evaluation of liability shall not excuse the Applicant's duty to defend and indemnify within seven days after such notice by the City is provided by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the City solely negligent shall excuse performance of this provision by the Applicant. The Applicant shall pay all costs and fees related to this obligation and its enforcement by the City. The City's failure to notify the Applicant of a claim shall not release the Applicant of the above duty to defend.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the City of Lake Alfred's rules and regulations. Should the City grant approval and a permit be issued, it is further agreed the applicant will comply with any other requirements provided by Federal, State, and local law.

Thank you for considering the City of Lake Alfred for your upcoming event. Please review the application prior to submission. All incomplete, illegible, and/or unsigned applications will not be accepted.

Applicant Signature  Date: 1/25/26

**City of Lake Alfred
Community Development**

Building | Code Enforcement | Planning | Zoning

Staff Use Only

Name of Event: _____

Event Start Date _____

Time: _____

Event End Date: _____

Time: _____

Date: _____

City Manager Approval _____

Permit Number Issued: _____

Facility Rental Agreement Signed _____

Comments or Special Conditions:

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Car Port

Pony Rides

Petting Zoo

WORSHIP Center

Fellowship Hall

Food Area

Polk County Sheriff's Office
K-9's
SWAT
Swamp Buggy

STAGE

Sno Cone

Fire

Squad

Police

Slide

Obstacle Course

○

○

○

○

○

○

Bounce House
Toy Story

Jousting

Corn Hole

Pop Corn

Prayer Tent

Farm Fun Kidz Inflatable

○

Bounce House
BatMan

Rabbit

Office
Education Bld.
Old Worship Center

Candy Bag

Axe Throw

Basketball

Batter Up

Football

Registration

FACE PAINTING

LAKE ALFRED CITY COMMISSION
MARCH 2, 2026

1.) Public Hearing: Ordinance 1574-26 Tree-O Groves Annexation

Issue: The City of Lake Alfred City Commission will consider approving the award for Lois Blvd. Lift Station Renovation bid to Odom Contracting.

Attachments:

- Ordinance with Exhibits

Analysis: Pursuant to Florida Statutes Chapter 171, the city may consider the annexation of unincorporated areas of a county that are contiguous to the municipality, compact, and will not create an enclave. The applicant has submitted a voluntary annexation petition to the City under Chapter 171.044 to request annexation of one (1) parcel into the City of Lake Alfred.

This is a triangular area of approximately 0.036± acres, northwest of White Road, and southwest of Arbuthnot Lane. This parcel was included in a prospective development and is considered a ministerial clean-up.

The action currently before the City Commission is only on the annexation of the property into the City. If approved, establishing Future Land Use and Zoning designations would be considered in future action items presented to the Planning and Zoning Board and City Commission.

Staff Recommendation: Approve Ordinance 1574-26 on second and final reading.

ORDINANCE NO. 1574-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF LAKE ALFRED, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF LAKE ALFRED, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY, REDEFINING THE BOUNDARIES OF THE CITY OF LAKE ALFRED TO INCLUDE SAID PROPERTY; PROVIDING FOR INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE. (General location: An area of approximately 0.036± acres, northwest of White Road, and southwest of Arbuthnot Lane, further described as a parcel 26272200000044020 in the Green Swamp Area of Critical State Concern).

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, on or about October 15, 2025, pursuant to Section 171.044, Florida Statutes (2024), **TREE O GROVES, INC.**, an active Florida corporation (hereinafter referred to as either the "Owner" and/or "Applicant"), submitted an applicant-initiated petition (the "Petition") to voluntarily integrate territory into the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, the Applicant was conveyed marketable fee simple title to the real property, which the Polk County Property Appraiser identifies as Parcel Number **26272200000044020** (the "Property"), by virtue of the certain Warranty Deed (the "Deed") recorded in the Official Records Book 08596, Page(s) 0160-0164, Public Records of Polk County, Florida; and

WHEREAS, copies of the Petition, Deed, Polk County Property Appraiser Parcel Details, and State of Florida, Division of Corporations, Detail by Entity Name for **TREE O GROVES, INC** are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, pursuant to Section 171.044 of the Florida Statutes, the real property which is the subject of this Ordinance is *reasonably compact* and *contiguous* to the corporate limits of the City of Lake Alfred, Florida; and the subject real property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, the City of Lake Alfred deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Lake Alfred; and

WHEREAS, the properties herein described are contiguous and adjacent to the corporate limits of the City of Lake Alfred, Florida, and the real property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, on March 2, 2026, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 1574-26**; and

WHEREAS, on March 2, 2026, the City Commission, at a duly noticed public meeting, found that the approval of this **Ordinance No. 1574-26** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *City of Lake Alfred 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida, finds that the approval and adoption of this **Ordinance No. 1574-26** is intended and necessary to enhance the present advantages that exist within the corporate limits of the City of Lake Alfred, Florida; and this **Ordinance No. 1574-26** 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 THAT:

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. 1574-26**, 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. 1574-26**.

Section 2. Voluntary Annexation Petition.

Pursuant to *Section 171.044, Florida Statutes (2024)*, the *applicant-initiated* petition to voluntarily integrate territory into the corporate limits of the City of Lake Alfred, Florida, is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference.

Section 3. Annexation.

The City Commission of the City of Lake Alfred does hereby annex into the corporate limits of the City of Lake Alfred, Florida, the property as legally described and depicted (i.e., location map) in **Composite Exhibit “B”** attached hereto and made a part hereof.

Section 4. Conflicts.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this **Ordinance No. 1574-26** 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 Unified Land Development Code* (the "ULDC") unless such repeal is explicitly set forth herein.

Section 5. Severability.

The provisions of this **Ordinance No. 1574-26** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 1574-26**, 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 of the City of Lake Alfred hereby declares that it would have passed this **Ordinance No. 1574-26**, 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 **Ordinance No. 1574-26** 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 **Ordinance No. 1574-26** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 1574-26** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 1574-26**. The City of Lake Alfred, Florida, by and through its City Commission, hereby declares that it would have passed this **Ordinance No. 1574-26**, 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 **Ordinance No. 1574-26** 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 sections of this **Ordinance No. 1574-26** 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 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. Section 166.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 163, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, was enacted amending *Section 166.041, Fla. Stat. (2023)*, by creating express exclusion(s) for *comprehensive plan* and *land development regulation amendments* initiated by an application by a private party other than the municipality.

In this instance, this **Ordinance No. 1574-26** is enacted pursuant to an *applicant-initiated* request to amend the corporate limits of the City of Lake Alfred, Florida, for municipal ordinances enacted to *comply with Section 171.044 of the Florida Statutes* and applicable Florida law.

Section 8. Recordation.

The City Clerk shall be responsible for recording this **Ordinance No. 1574-26**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.

Section 9. Effective Date.

Pursuant to Section(s) 380.04 and 380.05, Florida Statutes (2026), Section 2.3.3 of the City of Lake Alfred Unified Land Development Code, Chapter 73C-44.002, F.A.C., and applicable Florida law, this **Ordinance No.1574-26** affects an Area of Critical State Concern and does not go into effect until a final order approving this **Ordinance No.1574-26** is issued by the Florida Department of Commerce or, if the final order is challenged, until the challenge to the order is resolved pursuant to Chapter 120, Florida Statutes.

Pursuant to Florida law, no development orders, development permits, or land uses dependent on this **Ordinance No.1574-26** may be issued or commence before this Ordinance No.1574-26 has become effective.

INTRODUCED AND PASSED on first reading at a regular meeting of the Lake Alfred City Commission held this 17th day of February 2026.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the City of Lake Alfred City Commission duly assembled on this 2nd day of March 2026.

**CITY OF LAKE ALFRED
CITY COMMISSION**

Mac Fuller, Mayor

ATTEST:

Linda Bourgeois, BAS, MMC, City Clerk

Approved as to form:

Frederick J. Murphy, City Attorney

**COMPOSITE EXHIBIT "A"
ORDINANCE 1574-26**



Community Development

Building | Code Enforcement | Planning | Zoning

Petition for Voluntary Annexation
Applicant

The following information is required for submission of an application to annex into the city limits of Lake Alfred. **Please print or type the required information below. The following items are required with this application: a current survey of subject property and proof of ownership.**

Name of Property Owner: _____

Mailing Address: _____ Phone: _____

Name of Representative, if applicable: _____

Mailing Address: _____ Phone: _____

Reason for Request: _____

Property Identification

Property Address or General Location: _____

Present Use of the Property: _____

Existing Structures Located on the Site: _____

Total Acreage: _____ Number of Residents on Site: _____

Assessed Property Value: _____ Taxable Value: _____

Legal Description of the Property: _____

Section: _____ Township: _____ Range: _____

Subdivision: _____

Parcel I.D.#: _____

Planning and Zoning Information

Present County Future Land Use Designation: _____

Requested City Zoning Classification: _____

Requested City Future Land Use Designation: _____

***Note:** Unless specific land use and zoning designations are requested, the City will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)*

For Office Use only:

Date Received: _____

Received By: _____

Hearing Date: _____

File Number: _____

Executed Owner's
Signature Page

OWNER'S SIGNATURE PAGE

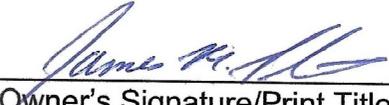
(I) (We), Tree - O Groves Inc. being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the City of Lake Alfred to process this petition for Voluntary Annexation, in accordance with all adopted City rules and regulations, and in conformance with State law.

Further, the undersigned (has) (have) appointed and (does) (do) appoint Kathy Hattaway, PDA as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept the signature of my agent(s) as representing my agreement of all terms and conditions of the approval process:

Further, (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS

Owner's Signature/Print Title


Owner's Signature/Print Title

James M. Shinn, President

Printed Name of Owner

Printed Name of Owner

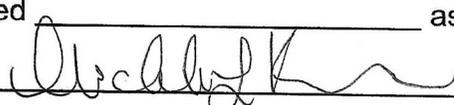
OWNER'S NOTARIZATION

STATE OF FLORIDA

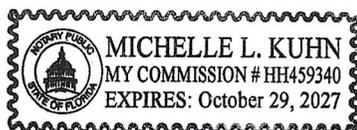
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 24th day of September, 2025, by James M. Shinn

who ~~is personally known to me~~ or who has produced _____ as identification.



Notary Public
Notarial Seal and Commission
Expiration Date



Executed Agent
Signature Page

AGENT OR LESSEE SIGNATURE PAGE

(I) Kathy Hattaway (We),
_____ being
duly sworn, that (I) (we) serve as (agent or lessee) for the owner(s) in
making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this
capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and
other information attached hereto present the arguments on behalf of the petition herein
requested to the best of (my) (our) ability and that the statements and information above
believe.

AGENT OR LESSEE SIGNATURE

_____ / Agent or Lessee's Signature/Print Title	<u>K. Hattaway /</u> agent or Lessee's Signature/Print Title
_____ / Printed Name of Agent or Lessee	<u>Kathy Hattaway</u> Printed Name of Agent or Lessee
_____ / Company's Name	<u>Predevelopment Advisors LLC (PDA)</u> Company's Name
_____ / Company's Address	<u>473 Devon Place, Lake Mary FL 32746</u> Company's Address

AGENT OR LESSEE(S) NOTARIZATION

STATE OF FLORIDA
COUNTY OF SEMINOLE
The foregoing instrument was acknowledged before me this 14 day of
October, 2025, by Kathy Hattaway
who is personally known to me or who has produced FL Driver License as
identification.

See attached. 4

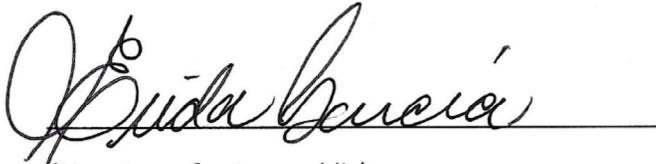
Notary Public
Notarial Seal and Commission #14366970
Expiration Date APR 11 2027

State of Florida Acknowledgement Notary Certificate

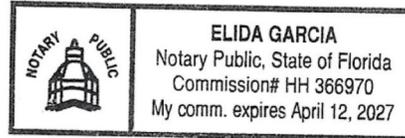
**STATE OF FLORIDA
COUNTY OF SEMINOLE**

On October 14, 2025, before me, Elida Garcia, a notary public, personally appeared by physical presence, Kathy Hattaway who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Agent or Lessee Signature Page [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known OR
Produced identification x Type of identification produced: FL Driver License


(Signature of notary public)

My commission expires: April 12/2027



Official Seal

Proof of Ownership

INSTR # 2012040598
BK 08596 PGS 0160-0164 PG(s)5
RECORDED 03/07/2012 01:00:39 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 1,750.00
RECORDING FEES 44.00
RECORDED BY S Wiggins

Prepared by recording return to:

Steve B. Greenhut, Esq.
Stoneburner Berry Glocker Purcell & Greenhut, P.A.
841 Prudential Drive, Suite 1400
Jacksonville, Florida 32207

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of the day and year dated herein below, and is made effective as of the 7th day of February, 2012, between **QUALITY PROPERTIES ASSET MANAGEMENT COMPANY, an Illinois corporation**, (the "Grantor"), whose address for purposes hereof is 100 South Charles Street, 3rd Floor, Baltimore, Maryland 21201, and **TREE-O GROVES, INC., a Florida corporation**, (the "Grantee"), whose address for purposes hereof is 140 N. Pennsylvania Avenue, Lake Alfred, Florida 33850.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, the property located in Polk County, Florida described on **Exhibit "A"** attached hereto (collectively, the "Real Property").

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever;

SUBJECT TO easements, covenants, instruments, restrictions and limitations of record, none of which shall be deemed to be re-imposed by this instrument; existing zoning ordinances and other restrictions as may be imposed by applicable governmental authority; matters which would be shown on a current survey; and taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable; and

SUBJECT TO the matters described above, and those matters shown on **Exhibit "B"** attached hereto (Permitted Exceptions), if any, Grantor specially warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURE PAGE FOLLOWS]

FIDELITY NATIONAL TITLE GROUP
200 W FORSYTH ST STE 1710
JACKSONVILLE, FL 32202

IN WITNESS WHEREOF, Grantor has executed under seal this Special Warranty Deed on the day and year set forth herein below, to be effective for conveyance under the terms hereof as of February 7, 2012.

Kathy Lockigues
Printed Name: Kathy Lockigues

Marcela Quezada
Printed Name: Marcela Quezada

QUALITY PROPERTIES ASSET MANAGEMENT COMPANY, an Illinois corporation

By: [Signature]
John C. Nichols, Senior Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 6 day of February, 2012 by John Nichols, the Senior Vice President of **QUALITY PROPERTIES ASSET MANAGEMENT COMPANY, AN ILLINOIS CORPORATION**, on behalf of the company. He is () personally known to me or () has produced a State of Florida Driver's License as identification.



[Signature]
(Print Name Marcela Quezada)
NOTARY PUBLIC, State of Florida at Large
Commission # DD 786137
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A" TO DEED

MARKHAM HILLS

THE NORTH 715 FEET OF THE WEST 630 FEET, LESS THE NORTH 25 FEET FOR ROAD, OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA;

AND

BEGINNING 15 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE RUN WEST 990 FEET, SOUTH 715 FEET, EAST 990 FEET, THENCE NORTH TO THE POINT OF BEGINNING;

AND

THE NORTH 880.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:
COMMENCING AT A POINT 1980 FEET WEST AND 15 FEET SOUTH OF THE SECTION POST AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; RUNNING THENCE SOUTH 1305 FEET; THENCE EAST 990 FEET; THENCE NORTH 1305 FEET; AND THENCE WEST 990 FEET TO THE PLACE OF BEGINNING; PROVIDED HOWEVER, THAT A TRACT OR STRIP OF LAND 15 FEET WIDE ALONG THE WEST AND NORTH SIDES THEREOF SHALL BE SUBJECT TO AN EASEMENT IN THE PUBLIC FOR HIGHWAY PURPOSES;

AND

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET WIDE OFF THE WEST SIDE THEREOF, POLK COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 22, 27 AND 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

NORTHERN PARCEL.

BEGIN AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE N00°07'22"W ALONG THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 0.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF WHITE ROAD ACCORDING TO MAP BOOK 6, PAGE 336 POLK COUNTY ENGINEERING; THENCE ALONG SAID EASTERLY AND SOUTHERLY RIGHT OF WAY OF WHITE ROAD THE FOLLOWING SEVEN (7) CALLS; THENCE N44°53'16"E A DISTANCE OF 45.84 FEET; THENCE N00°19'30"W A DISTANCE OF 1169.89 FEET; THENCE N19°43'54"E A DISTANCE OF 75.35 FEET; THENCE N55°21'58"E A DISTANCE OF 73.17 FEET; THENCE SOUTH 89°03'25"E A DISTANCE OF 377.34 FEET; THENCE N83°07'35"E A DISTANCE OF 191.96 FEET; THENCE N89°42'38"E A DISTANCE OF 643.88 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°02'37"E ALONG SAID EAST LINE A DISTANCE OF 1328.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE

S89°40'18"W ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1324.14 FEET TO THE POINT OF BEGINNING.

AND

SOUTHERN PARCEL.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 27, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE S00°33'19"W ALONG THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°33'19"W ALONG THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 10.00 FEET; THENCE N89°40'18"E A DISTANCE OF 630.07 FEET TO A POINT ON THE EAST LINE OF THE WEST 630 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S00°33'19"W ALONG THE SAID EAST LINE A DISTANCE OF 690.08 FEET TO THE SOUTHEAST CORNER OF THE NORTH 715 FEET OF THE WEST 630 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE S89°40'18"W ALONG THE SOUTH LINE OF SAID NORTH 715 FEET A DISTANCE OF 630.07 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 27, ALSO BEING THE EAST LINE OF AFORESAID SECTION 28; THENCE S00°33'19"W ALONG THE EAST LINE OF SAID SECTION 28 A DISTANCE OF 14.92 FEET; THENCE S89°41'26"W A DISTANCE OF 990.00 FEET; THENCE S00°33'19"W A DISTANCE OF 165.10 FEET; THENCE S89°41'26"W A DISTANCE OF 990.00 FEET; THENCE N00°33'19"E A DISTANCE OF 852.55 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF WHITE ROAD ACCORDING TO MAP BOOK 14, PAGES 43 THRU 44 AND MAP BOOK 6, PAGE 336, POLK COUNTY ENGINEERING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY OF WHITE ROAD THE FOLLOWING EIGHT (8) CALLS; THENCE N69°45'58"E A DISTANCE OF 25.91 FEET; THENCE S89°47'27"E A DISTANCE OF 194.52 FEET; THENCE N89°42'15"E A DISTANCE OF 399.06 FEET; THENCE N89°49'43"E A DISTANCE OF 372.17 FEET; THENCE N89°49'43"E A DISTANCE OF 203.35 FEET; THENCE S89°52'41"E A DISTANCE OF 286.47 FEET; THENCE N89°02'52"E A DISTANCE OF 465.90 FEET; THENCE N44°53'16"E A DISTANCE OF 26.81 FEET; THENCE N89°41'26"E A DISTANCE OF 15.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO DEED

PERMITTED EXCEPTIONS

1. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Easement granted to Tampa Electric Company by instrument recorded in Official Records Book 1445, Page 618, of the public records of Polk County, Florida.
4. Right of way for White Road as set out in Map Book 6, Page 336 and Map Book 14, Pages 43, 44, 45 and 46, of the public records of Polk County, Florida.
5. Ordinance No. 1086-04 recorded in Official Records Book 5998, Page 2005, of the public records of Polk County, Florida.
6. Ordinance No. 1132-06 recorded in Official Records Book 6598, Page 278 and re-recorded in Official Records Book 6665, Page 2294, of the public records of Polk County, Florida.

EXHIBIT "B"
ORDINANCE 1574-26

Annexation Boundary Description

ADDRESSES:	0 White Rd
RTS:	26-27-22
SUBDIVISION:	N/A
PARCEL IDs:	26-27-22-000000-044020

Described as:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE; N.89°42'38"E., ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°42'38"E., ALONG SAID NORTH LINE, A DISTANCE OF 57.47 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WHITE ROAD, AS RECORDED IN MAP BOOK 6, PAGE 336, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S.48°24'37"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.67 FEET; THENCE S.26°13'53"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.79 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE N.00°07'22"W., ALONG SAID WEST LINE, A DISTANCE OF 67.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,582 SQUARE FEET OR 0.036 ACRES, MORE OR LESS.

Based on information obtained from deeds, plats, and the Polk County Property Appraiser's/GIS records.

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY**

DESCRIPTION: PARCEL # 26-27-22-000000-044020

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE; N.89°42'38"E., ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°42'38"E., ALONG SAID NORTH LINE, A DISTANCE OF 57.47 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WHITE ROAD, AS RECORDED IN MAP BOOK 6, PAGE 336, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S.48°24'37"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.67 FEET; THENCE S.26°13'53"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.79 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE N.00°07'22"W., ALONG SAID WEST LINE, A DISTANCE OF 67.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,582 SQUARE FEET OR 0.036 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON BASED ON THE WEST LINE OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD DEED, BEING N.00°19'30"W.
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHN KENNETH CARR
KEN.CARR@BOWMAN.COM

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS5195
BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB8030

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Bowman Consulting Group, Ltd., Inc. Phone: (813) 474-7424
5404 Cypress Center Dr., Suite 140
Tampa, FL 33609 www.bowmanconsulting.com

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Professional Surveyors and Mappers, Certificate NO. LB-8030

**PARCEL #
26-24-22-000000-044020
SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST**

POLK COUNTY

FLORIDA

PROJECT NO. 011503-01-001

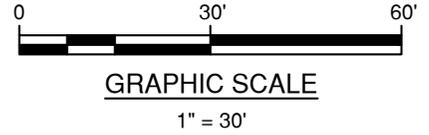
REVISED DATE:

DATE: 12/8/2025

FILE: 011503-01-001 TRIANGLE PARCEL SOD

SCALE: N/A

SHEET 1 OF 2



PARCEL #
26-27-22-000000-043010

SUBJECT PARCEL

1,582 SQUARE FEET / 0.036 ACRES±
PARCEL # 26-24-22-000000-044020

P.O.C.
NW CORNER
OF THE SW1/4
OF THE SW1/4
SEC 22-T27S-R26E

P.O.B.

25' WIDE TAMPA ELECTRIC
COMPANY EASEMENT
(O.R.B. 1445, PG. 616)

N'LY R/W LINE OF
WHITE RD.
(M.B.6, PG.339)

NORTH LINE OF
SECTION 22

WHITE ROAD
(PUBLIC R/W, WIDTH VARIES)
(M.B. 6, PG. 336)

S'LY R/W LINE
OF WHITE RD
(M.B. 6, PG. 336)

WEST LINE OF
NORTH PARCEL
(ORI 2012040598)

PARCEL #
26-27-22-000000-044010

30' UTILITY EASEMENT
(ORB 1445, PG.618)

LEGEND

- R/W = RIGHT-OF-WAY
- ORB = OFFICIAL RECORDS BOOK
- ORI = OFFICIAL RECORDS INSTRUMENT
- MB = MAP BOOK
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- PG = PAGE
- SEC = SECTION

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°42'38"E	15.00'
L2	N89°42'38"E	57.47'
L3	S48°24'37"W	56.67'
L4	S26°13'53"W	33.79'
L5	N0°07'22"W	67.64'

PARCEL #
26-27-21-000000-021020

EAST 25' OF THE SOUTH 1/2 OF
THE SE 1/4 OF SECTION
21-T27E-R26E WESTW 1/4 OF
(ORB 7398, PG 679)

WEST 15' OF THE SW 1/4 OF THE
SW 1/4 OF SECTION 22-T27S-R26E
(ORI 2012040598)

WEST LINE OF
SECTION 22
N 00°07'22" W
BEARING BASIS

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY**

**PARCEL #
26-24-22-000000-044020
SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST**

POLK COUNTY

FLORIDA

PROJECT NO. 011503-01-001

REVISED DATE:

DATE: 12/8/2025

FILE: 011503-01-001 TRIANGLE PARCEL SOD

SCALE: 1" = 30'

SHEET 2 OF 2

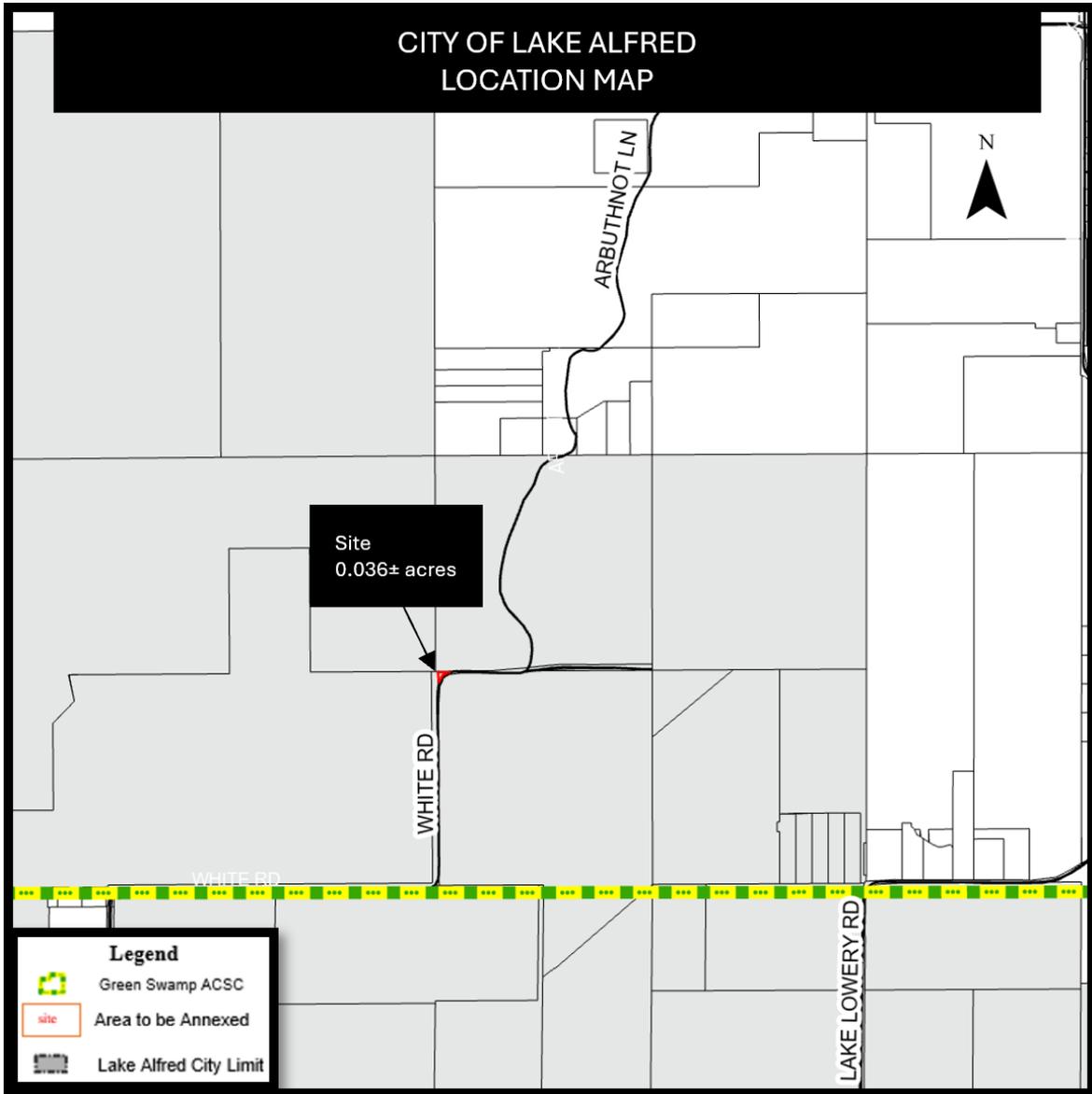
**Bowman
CONSULTING**

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5404 Cypress Center Dr., Suite 140
Tampa, FL 33609 www.bowmanconsulting.com

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Professional Surveyors and Mappers, Certificate NO. LB-8030

EXHIBIT "B"
ORDINANCE 1574-26



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. 1573-26* (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. 1574-26 – Tree O Groves Annexation

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 ordinance is for the consideration of an annexation of one parcel into the City of Lake Alfred.

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**

City of Lake Alfred
Ordinance No. 1574-26 – Tree O Groves Annexation

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**

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

N/A

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

N/A

LAKE ALFRED CITY COMMISSION
MARCH 2, 2026

2.) Public Hearing: Resolution 03-26: Community Project Funding

Issue: The City Commission will consider a Resolution approving the City's Community Funding Requests for the Fiscal Year 2027.

Attachments

- Resolution 03-26 with Composite Exhibit A

Analysis: On February 12, 2026, Congressman Scott Franklin (FL-18) announced the opening of the FY27 Community Project Funding requests. Community Project Funding (CPF) allows Congress to fund projects directed to a specific state or local government or an eligible non-profit recipient. Every year, each member of Congress is allowed to submit fifteen projects for funding consideration.

Staff is proposing to submit the following projects to the Office of Congressman Scott Franklin for consideration of appropriations in the FY 2027 cycle. The proposed projects are consistent with the adopted capital improvements project budget.

Proposed Projects:	Amount Requested:
1. Lake Alfred Public Library Expansion	\$ 2,500,000
2. Police Department Evidence Shed	\$ 750,000

The Resolution formally adopts the City's project priority list and provides authorization for the City to submit grant applications for the FY 2027 Community Project Funding cycle.

Staff Recommendation: Approve Resolution 03-26.

RESOLUTION NO. 03-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA; APPROVING AND ADOPTING THE FY 2027 COMMUNITY PROJECT FUNDING PRIORITY LIST FOR POTENTIAL FUNDING APPLICATIONS UNDER THE FEDERAL COMMUNITY PROJECT AND/OR FEDERAL APPROPRIATION SUBCOMMITTEE PROGRAMS; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR AUTHORIZATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS 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, 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 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, the *City of Lake Alfred Community Project Funding Application* (hereafter referred to as the “Proposals”) is based upon approved criteria in order to improve community service with the expansion of the Edwin Moore Public Library to serve the increased residents of the City of Lake Alfred and public safety with a new police evidence shed; and

WHEREAS, on February 12, 2026, U.S. Rep. Scott Franklin (R-Florida) announced the opening of the FY2027 Community Project Funding application cycle; and

WHEREAS, on March 2, 2026, at a duly noticed public meeting, the City Commission passed and adopted *City of Lake Alfred Resolution No. 03-26* (the “Resolution”); and

WHEREAS, the City of Lake Alfred recognizes that the funding of public capital projects has become more challenging in Florida and nationally; and

WHEREAS, in times of limited resources, it is necessary to locate funding mechanisms and maximize the use of existing resources; and

WHEREAS, the City of Lake Alfred is continuously analyzing potential state, local, and federal opportunities in a rapidly changing economic environment; and

WHEREAS, the City Commission desires for the City of Lake Alfred, Florida, to participate in these federal opportunities, and hereby authorizes the City Manager or his designee to seek, prepare, and submit applications for these federal funding opportunities as they become available; and

WHEREAS, the City Commission recognizes that the projects are of high priority for the City of Lake Alfred, Florida, and as such, the City Commission further recognizes that certain federal grant programs may require state or local matching, which may be made available at the time of award; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida, has identified several projects and has determined that approval of the City’s funding priorities is in the best interest of the residents, citizens, and businesses 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. 03-26** 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. 03-26** 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. Approval and Adoption. 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 Community Project Funding Application, which includes, but shall not be limited to, the following: *1. Edwin Moore Public Library Expansion Project, 2. City of Lake Alfred Police Evidence Shed*, which is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference.

Section 2. 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. 03-26**, 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. 03-26**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 03-26**.

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. 03-26** which may include, but shall not be limited to, coordinating the City's efforts to submit the FY2027 Community Project Funding 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 Community Project Funding Application.

Section 4. Conflicts. All resolutions in conflict with this **Resolution No. 03-26** are repealed to the extent necessary to give this **Resolution No. 03-26** full force and effect.

Section 5. Severability. The provisions of this **Resolution No. 03-26** are severable. If any section, subsection, sentence, clause, or phrase of this **Resolution No. 03-26**, 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. 03-26**, 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. 03-26** 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. 03-26** shall remain in full force and effect. If any section, subsection, sentence, clause, or phrase of this **Resolution No. 03-26** is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 03-26**. The City of Lake Alfred, Florida, by and through the City Commission, hereby declares that it would have passed this **Resolution No. 03-26**, 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. 03-26** 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. 03-26** 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. 03-26** 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 2nd day of March 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

Resolution 03-26 - Composite Exhibit "A"

Project Title	Proposed Scope of Work	City Department	Estimated Project Cost
Lake Alfred Public Library Expansion	The City of Lake Alfred Public Library Expansion Project will expand the current library to add new program rooms of varying sizes, an Esports room, increase the number of computers publicly available, and expand the walkway around the Secret Garden behind the library. The project will allow the Lake Alfred Public Library to provide more services to the citizens as well as increase the number of library patrons we can serve at one time.	Parks and Recreation	\$2,500,000
Police Department Evidence Shed	Funding for the new Police Evidence Shed will allow us to move the evidence out of the current location, which is out of space and has sustained water damage. Evidence is currently stored in a shed that is overcrowded and has had previous water damage from a leak near the shed. Funding will allow us to build a more secure evidence building with the space we need.	Police Department	\$750,000
		Total Funding Requested	\$3,250,000

Lake Alfred Public Library Expansion Project



PROJECT DESCRIPTION

The Lake Alfred Public Library Expansion Project will expand the current library by adding new program rooms of varying sizes with expanded hours, an Esports room, increase the number of publicly available computers, and expand the walkway around the Friends of the Library and Shinn Family Secret Garden behind the library.

PROJECT OBJECTIVES

- To serve more patrons at one time than is possible in the current space.
- To increase the number of programs the library offers.
- To increase the amount of available technology for our patrons.
- To allow for program rooms to be rented for extended hours.

FUNDING CONTRIBUTIONS

- The City currently owns the land for the library expansion project.
- The Lake Alfred Friends of the Library have donated \$129,000 from Dr. Harry Ford, a scientist at the UF IFAS Citrus Research and Education Center.
- The Lake Alfred Friends of the Library have donated \$72,000 from their bookstore sales, memberships, and donations.
- The City has paid \$29,000 for the Proposal for Existing Conditions Documentation and Schematic/Conceptual Design.
- The City is prepared to contribute another \$70,000 as a match to the funding request of \$2,500,000 to complete the project.

Police Department Evidence Shed Project



PROJECT DESCRIPTION

The Lake Alfred Police Department is in need of a bigger evidence shed than they currently have. The current Police Evidence Shed is out of space and has undergone repairs due to past water damage. The design for the new Police Department Evidence Shed will include three roll-up bays, an area to review evidence, and expanded space for evidence storage.

PROJECT OBJECTIVES

- To secure current and future evidence in a secure location.
- To increase the amount of space available for evidence storage.
- To create a space for the police department to review evidence without leaving the evidence storage shed.

FUNDING CONTRIBUTIONS

- The City currently owns the land for the Police Department Expansion Shed.
- The City is prepared to contribute \$100,000 of Public Safety Impact Fees to go towards the Police Department Evidence Shed Project.

LAKE ALFRED CITY COMMISSION
MARCH 2, 2026

3.) Public Hearing: Developer's Agreement: Lowery Hills Utility Extension

Issue: The City of Lake Alfred City Commission will consider approving a utility extension developer's agreement with Lowery Hills.

Attachments:

- Developers Agreement

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

Development is responsible for providing and extending infrastructure to and within its development including roads, water, and sewer. As a part of these infrastructure improvements the City will have a development upsize or extend infrastructure in excess of what is required to serve the development in order to accommodate future development. For example, a development may require a 6" water line to service it's needs but the City may request a 12" water line to serve future development. In these events, the City is responsible for paying for the difference between the required infrastructure and the additional capacity that is installed (i.e the cost difference between installing a 12" vs a 6" line).

In this case, the City requested water and sewer line extensions beyond what was required of the development in order 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 for reimbursement to the owner in the amount of \$118,660 for the water main extension and \$201,948.80 on the sewer force main extension.

The cost estimate was certified by a professional engineer and verified by the City's engineer. This is a growth-related expense and will be paid out of water connection fees.

Staff Recommendation: Approve the Lowery Hills Developer's agreement.

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (hereafter the "Agreement"), made this **17th day of February, 2026**, by and between **BF-KL LOWERY HILLS, LLC**, an active Florida limited liability company (hereafter the "Developer") and the **CITY OF LAKE ALFRED**, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "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, 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, 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 (hereafter 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 (hereafter 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 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 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, Developer and City acknowledge and agree that the *Lowery Hills Development* (hereafter the “Development”) is a phased residential development which is located within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, on September 22, 2023, the City approved the Site Construction plans for the Phase 1 of the Development; and

WHEREAS, Developer and City acknowledge and agree that the Development necessitates and requires certain necessary capacity-adding improvements, infrastructure improvements, capital facility improvements, and off-site infrastructure improvements which includes, but is not to be limited to, the installation of additional force main and water main (hereafter the “Improvements”); and

WHEREAS, pursuant to *Sections 8.1.10 and 9.6 of the City of Lake Alfred Unified Land Development Code* (hereafter the “ULDC”), as a result of the Development, anticipated growth projections, and unprecedented residential development growth which the City continues to experience, the City requires the construction and installation of the Improvements in order to ensure *adequate infrastructure and utility facilities* are completed and available to meet the demand(s) of and/or for the Development and for anticipated future development(s) in and/or for the subject area; and

WHEREAS, pursuant to *Section 8.1.10.C of the ULDC*, the Developer has proposed a phasing of the Development in order to match the availability of capacity with the timing of and/or for each phase of the Development; and

WHEREAS, pursuant to *Section 8.1.10.C of the ULDC*, the specific conditions of and/or for permitting each phase of the Development must be memorialized in an enforceable *development order* in order to ensure that the necessary public facilities and services will be in place concurrently with the impacts of the Development; and

WHEREAS, Developer and City acknowledge and agree that, for purposes of this Agreement, the term(s) *development order* and *development permit* have the meaning(s) set forth in *Section 163.3164, Florida Statutes (2025)*; and

WHEREAS, pursuant to *Section 163.3164(15), Florida Statutes (2025)*, the term *development order* means any order granting, denying, or granting with conditions an application for a *development permit*; and

WHEREAS, pursuant to *Section 163.3164(16), Florida Statutes (2025)*, the term *development permit* includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land; and

WHEREAS, Developer and City acknowledge, affirm, and agree that this Agreement constitutes an enforceable *development order* and/or *development permit*; and

WHEREAS, pursuant to *Section(s) 9.6.4 and 9.6.8 of the ULDC*, Developer and City acknowledge and agree that the condition(s), right(s), and obligation(s) provided for in this Agreement are voluntary and necessary in order to adhere to the requirements of the *Code of Ordinances, City of Lake Alfred, Florida* (hereafter the “Code”), the ULDC and applicable Florida law; and

WHEREAS, pursuant to *Sections 9.6.4 and 9.6.8 of the ULDC*, Developer acknowledges and agrees that it shall pay, subject to the terms and conditions set forth in this Agreement, all costs for the design, permitting, and construction of the Improvements; and

WHEREAS, pursuant to *Section(s) 8.1.10.D.2 and 9.6.8 of the ULDC*, this Agreement ensures that the required facility capacity will be available concurrent with the impacts of the

Development and provides certain terms and conditions for the reimbursement of certain costs in excess of the Developer's pro rata share; and

WHEREAS, Developer and City acknowledge and agree that, to the extent any of the conditions of this Agreement constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U. S. 825 (1987), and *Dolan v. City of Tigard*, 512 U. S. 374 (1994), the Developer, and successors and assigns (a) agrees that there is a nexus and rough proportionality between such conditions and the impacts of the Development, and that such conditions are necessary to ensure compliance with the criteria of the Code, the ULDC, and *City of Lake Alfred 2030 Comprehensive Plan* that are applicable to this approval, and (b) waives any claims based on such conditions; and

WHEREAS, on or about December 1, 2025, Developer submitted to the City certain Engineer's Estimate of Costs (hereafter collectively referred to as the "Estimates") for the Improvements; and

WHEREAS, on or about January 14, 2026, the Estimates were reviewed by City staff and consulting engineer(s)

WHEREAS, on January 14, 2026, City Staff, which includes the City's consulting engineer(s), issued a written acceptance and/or approval (hereafter the "Approval") of and/or for the Estimates; and

WHEREAS, copies of the Estimates, the Approval, and applicable Utility Map(s) depicting the Improvements are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, on February 17, 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 the installation and construction of the Improvements (see **Composite Exhibit "B"**); and

WHEREAS, Developer and City acknowledge and agree that the amount(s) for reimbursement of applicable cost(s) to the Developer for the installation and construction of the Improvements (see **Composite Exhibit "B"**) in and/or for the Development, which may be offset (i.e., less) the City's cost for any design and permitting, if applicable, will not exceed a total of *Three Hundred Twenty Thousand Six Hundred Eight Dollars and eighty cents* (\$320,608.80); 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 (see **Composite Exhibit “A”**); 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, within fourteen (14) days of the effective date; 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, pursuant to applicable Florida law, the City acknowledges and represents that it will adopt, by resolution or ordinance, a commitment to add and/or update the City’s capital improvements program and/or five (5) year schedule of capital improvements in the CIE or long-term schedule of capital improvements for an adopted long-term CMS in order to include the Improvements (see **Composite Exhibit “B”**); 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, pursuant to an *applicant-initiated application*, Developer and City acknowledge, affirm, and agree that this Agreement voluntarily negotiated and entered into by the parties; 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 installation, permitting, and construction of certain necessary capacity-adding improvements, infrastructure improvements, capital facility improvements, and off-site infrastructure improvements which includes, but is not to be limited to, the installation of additional force main and water main 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 **BF-KL LOWERY HILLS, LLC**, an active Florida limited liability company, and any and all successors-in-interest to **BF-KL LOWERY HILLS, LLC**.

§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 **Lowery Hills Subdivision**, 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 permit*.

§4.2 The City authorizes and agrees to a payment for reimbursement for the difference in cost for the installation, permitting, and construction of certain necessary capacity-adding improvements, infrastructure improvements, capital facility improvements, and off-site infrastructure improvements which includes, but is not to be limited to, the installation of additional force main and water main for the Development (as defined in §3.11) (hereafter collectively referred to as the “*Improvements*”) (see attached **Composite Exhibit “B”**). The reimbursement and/or payment offset shall be an amount not to exceed *Three Hundred Twenty-Eight Thousand Seven Hundred Ninety-Eight Dollars and sixty cents* (\$328,798.60) (hereafter the “*Payment*”). For purposes of this Agreement, the Payment may be offset (i.e., less) the City’s cost for any design and permitting, if applicable.

§4.3 The City shall deliver the Payment to the Developer and/or Developer's Representative upon the City's formal acceptance of a Maintenance Bond and/or Maintenance Surety for the Development (as defined in §3.11) and 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 Improvements (see attached **Composite Exhibit "B"**);

§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; and

§4.3.4 Pursuant to Applicable Law (as defined by §3.1 of this Agreement), the City shall adopt, by resolution or ordinance, a commitment to add and/or update the City's capital improvements program and/or five (5) year schedule of capital improvements in the CIE or long-term schedule of capital improvements for an adopted long-term CMS in order to include the Improvements (see **Composite Exhibit "B"**).

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 fourteen (14) Calendar 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 Estimates (see attached **Composite Exhibit "B"**) and in order to meet the increased potable water and sewer demands necessitated by the Development and development growth within the corporate limits of the City, the City requires the Improvements (see **Composite Exhibit "B"**) 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 Estimates and authorizes the Developer to purchase, install, and construct the 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) 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 and/or for 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 (see **Composite Exhibit "A"**) 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

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.

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: _____
C. Mac Fuller, Mayor

Date: 2/2/2026

By: _____
Linda Bourgeois, City Clerk

Approved by City Attorney

By: _____
Frederick J. Murphy, Jr.
*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

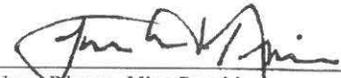
kg/8

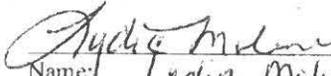
IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name, as of the date first set forth above.

SIGNED IN THE PRESENCE OF:

CARIBBEAN DISTILLERS LLC, a Florida limited liability company


Name: ROSE VEENTY

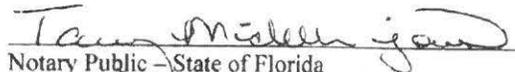
By: 
Jose Rivera, Vice President


Name: Lydia Molina

State of Florida)
County of Polk) ss:

THE FOREGOING INSTRUMENT, was acknowledged before me by means of physical presence or online notarization this 23rd day of May, 2023, by Jose Rivera as Vice President of Caribbean Distillers LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or [] has produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, 2023.


Notary Public - State of Florida
Printed Name: Tammy Michelle Jones
My commission expires: 2/28/25

(Notary Seal)



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; 26-27-22-000000-042020; 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.

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.L. 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 (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
	<i>Sub-Total</i>				\$ 103,660.00
OTHERS					
Estimated	Maintenance of Traffic for Additional Water Main Installation	1.00	LS	\$ 15,000.00	\$ 15,000.00
	<i>Sub-Total</i>				\$ 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



Digitally signed
 by Jose A
 Rodriguez
 Date:
 2025.12.01
 14:22:23-05'00'

PROJECT NAME: Lowery Hills Off-Site Improvements (Force Main Extension)		DATE 12-Dec-25			
PROJECT LOCATION <u>Old Lake Alfred-Haines City Road Lake Alfred. FL 33850</u>					
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)	4,532	EA	\$ 34.80	\$ 157,713.60
Estimated	8"- Plug valves C.I 125 psi, Mechanical Joint Force Main	2.00	EA	\$ 4,900.00	\$ 9,800.00
FDOT 1080 26102	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2"	2.00	EA	\$ 6,328.60	\$ 12,657.20
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	2	EA	\$ 269.00	\$ 538.00
	<i>Sub-Total</i>				\$ -
OTHERS					
Estimated	Maintenance of Traffic for Additional Force Main Installation	1.00	LS	\$ 15,000.00	\$ 15,000.00
	<i>Sub-Total</i>				\$ 15,000.00
	General Conditions @	0%			\$ -
TOTAL SITE					\$ 201,948.80

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



Digitally signed by Jose A Rodriguez
 Date: 2025.12.12 15:57:47-05'00'



1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

January 14, 2026

Ms. Erika Tulloch, GISP
City Planner
City of Lake Alfred
155 E Pomelo Street
Lake Alfred, FL 33850

RE: Lowery Hills Off-Site Road and Utility Improvements DA Costs Review #2
CPH Project Number L2720.05

Dear Erika,

We are in receipt of therevised Opinion of Probable Costs for the Lowery Hills Offsite road and utility improvements, a response letter to the first review of the DA costs, Exhibit 1 Local Road, and Exhibit 2 Utility Map, received January 6, 2026. We reviewed the Opinion of Probable Costs and referenced Exhibits 1 and 2 to confirm the costs submitted to the City. We also revisited our previous comment letter to verify if our comments have been addressed.

The quantities on the updated submittal match the local road and utility exhibits and the plan sheets. The items changed were previously referenced in our December 10, 2025 letter. All our comments have been addressed and the quantities provide match the proposed plans.

We do not have any objection to the updated quantities, signed and sealed, dated December 12, 2025.

Please let us know if you have any additional questions.

Sincerely,
CPH Consulting, LLC

A handwritten signature in cursive script that reads "Allen C. Lane, Jr.".

Allen C. Lane, Jr., P.E.
Sr. Project Manager

CC: Alex Domingo, E.I., CPH
File

\\cph\pz\Jobs\L2720.02\Civil\1-development review\Lowery Hills - Caribbean Lakes\DA docs\local road to collector road\Lowery Hills DA quantities review letter 1-13-26.doc

the 1990s, the government has been able to reduce the number of people who are uninsured from 10.5 million in 1990 to 6.5 million in 2000.

As a result of the 1990s reforms, the government has been able to reduce the number of people who are uninsured from 10.5 million in 1990 to 6.5 million in 2000. The number of people who are uninsured has decreased by 38 percent since 1990. The number of people who are uninsured has decreased by 38 percent since 1990.

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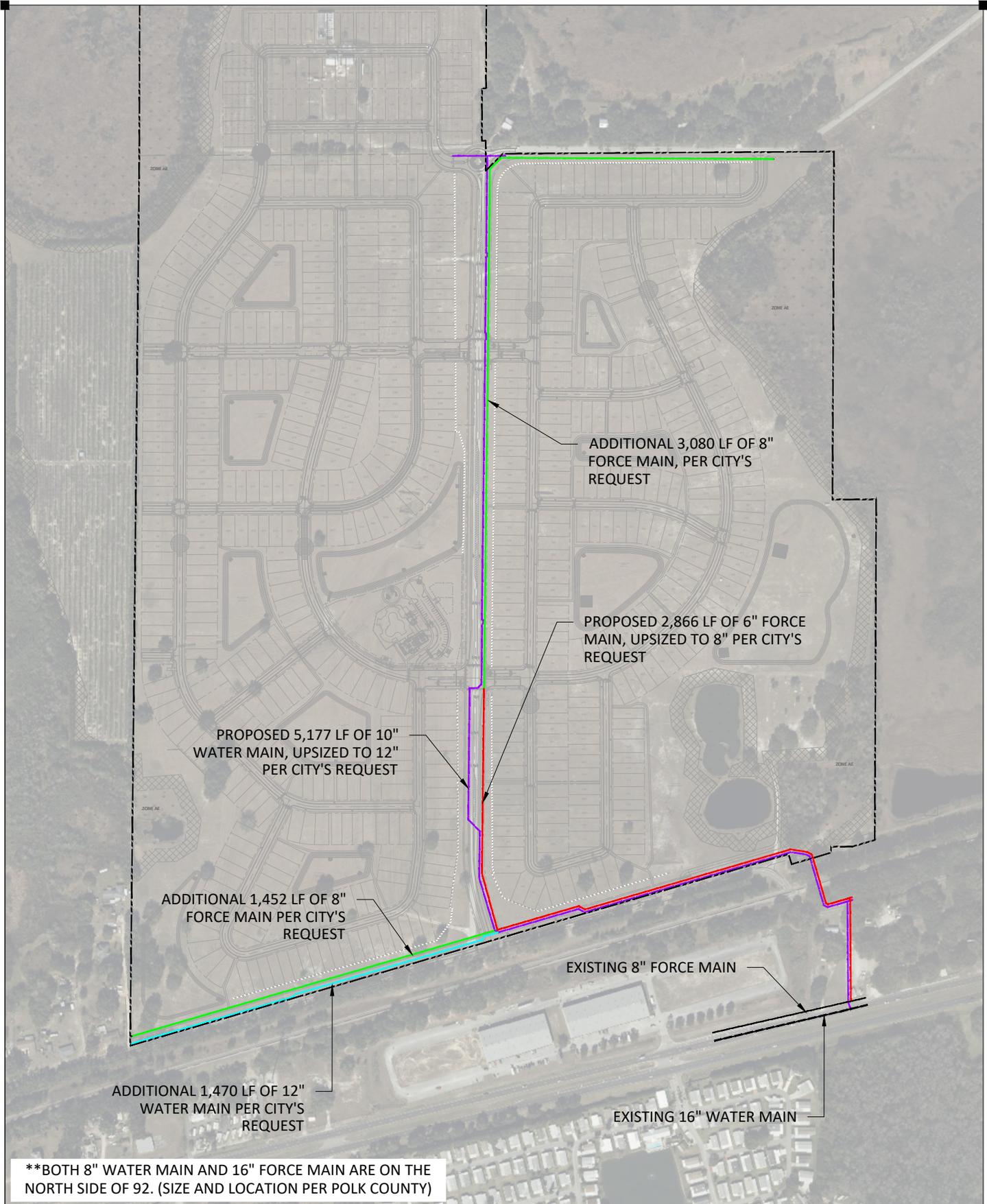
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Journal of Health Politics, Policy and Law



****BOTH 8" WATER MAIN AND 16" FORCE MAIN ARE ON THE NORTH SIDE OF 92. (SIZE AND LOCATION PER POLK COUNTY)**

 SCALE: 1"=500'	LAKE ALFRED - KOLTER	EXHIBIT 2
	OLD LAKE ALFRED - HANES CITY RD. LAKE ALFRED, FL 33850	UTILITY MAP

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: [_____]

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: _____

LAKE ALFRED CITY COMMISSION
MARCH 2, 2026

4.) Bid Award: Mackay Dock

Issue: The City of Lake Alfred City Commission will consider approving a bid award to John Carver, LLC. for the Mackay Dock installation.

Attachments:

- Bid Summary

Analysis: On February 13, 2026, the City of Lake Alfred posted a solicitation for quotes on DemandStar for the installation of the dock at the Mackay Gardens and Lakeside Preserve.

On February 23, 2026, the following bids were received.

- | | |
|-------------------------------|-----------|
| 1. John Carver, LLC. | \$110,100 |
| 2. Fender Marine Construction | \$122,422 |

The City originally budgeted \$65,000 for this project based upon a \$59,000 dock project that was performed in 2023 by John Carver for the Lion's Park dock replacement. Based on feedback from the vendor they suggested that aluminum dock systems and related hardware has nearly doubled since the Lion's Park project. This impacts all major components, including framing, rail systems, and attachment hardware.

John Carver, LLC is the low bid and has done prior dock projects for the City. The additional funding required to complete the project will come from General Operations & Facility Maintenance capital project line item.

Staff Recommendation: Approve the bid award to John Carver, LLC., in the amount of \$110,100, to install a new floating dock at Mackay Gardens and Lakeside Preserve.

City of Lake Alfred
BID SHEET

Date Requested: 2/23/2026	Requesting Department: Parks and Recreation
Purchase Order:	Amount of Purchase: \$110,100
G/L Code:	

Equipment or items being purchased:		
These quotes were requested on DemandStar to replace the floating dock at the Mackay Gardens and Lakeside Preserve. This quote also includes ADA sidewalk repairs to the dock.		
Names of companies contacted and their quotations:		
Company Name	Person Contacted	Amount
John Carver, LLC.	John Carver	\$110,100
Fender Marine	Tim Abbott	\$122,422
4 other dock firms	DemandStar	No responses
The city staff recommends John Carver, LLC. being the lowest bidder.		

Approval Requirements:	
Department Director	Date:
City Manager	Date:

Quote

John Carver, LLC.
Marine Contractor Lic# SCC131153786
 PO Box 797
 Lake Alfred, FL. 33850
 Phone:
 863-224-2127

QUOTE# 663-2
 DATE:
 2/17/2026

**NOTES: Lake Alfred Floating Dock Updated
 Lake Alfred Quote # 2026-02**

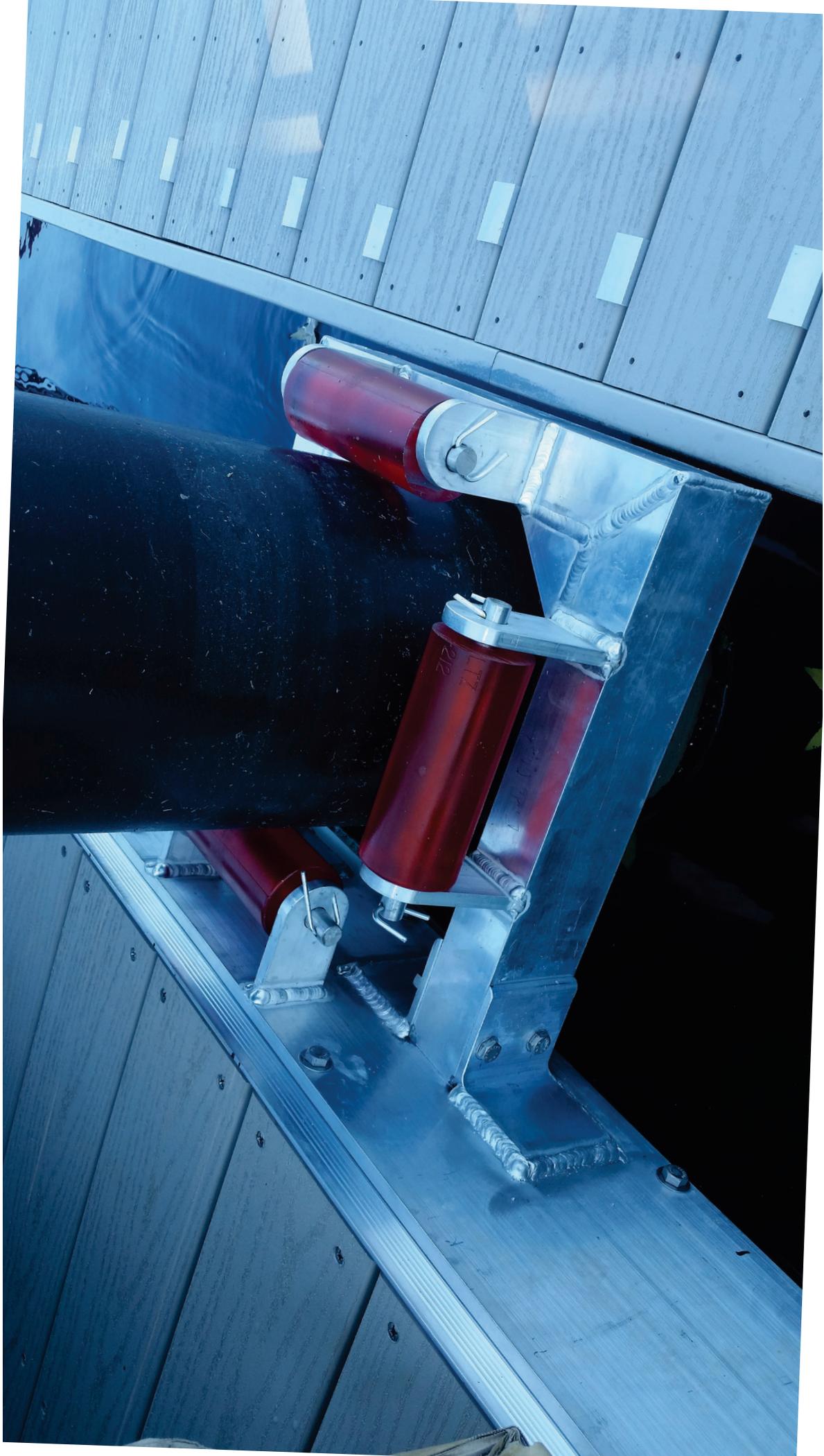
Customer Information:

Brenn Hines - City of Lake Alfred
 (863)364-0612
 Bhines@mylakealfred.com

ITEMIZED PRICING DESCRIPTION	QTY	\$ Per	AMOUNT
QUOTE for Floating Dock:			
Lake Alfred floating dock <ul style="list-style-type: none"> • 45' x 6' walk way with 12' x 12' deck, Composite decking, Handrails around entire perimeter. 4' x 22' aluminum gangway with handrails on both sides (ADA compliant). <div style="text-align: right; margin-right: 100px;">\$95,300</div> • Building sidewalk up to needed elevation and far enough up hill to be ADA compliant on slopes <div style="text-align: right; margin-right: 100px;">\$7,500</div> • Demo/Remove/Replace approx. 150 Ft. of damaged or non-compliant side walk <div style="text-align: right; margin-right: 100px;">\$7,300</div> • Any engineered drawings needed <div style="text-align: right; margin-right: 100px;">TBD</div> <p><u>Note:</u> If we use the City's tax exempt for the material then it will save approx \$2,560.73.</p> <ul style="list-style-type: none"> • Concrete sidewalk for ADA ramp to attach needs to be to the water's edge to achieve correct water depth for first section floats to not bottom out during low water. • Example pics of handrails and roller guides. (Photos attached) • Wolf PVC decking. Not a basic composite decking. (Decking options attached) 			<div style="text-align: right; margin-top: 100px;">\$95,300.00</div> <div style="text-align: right; margin-top: 100px;">\$7,500.00</div> <div style="text-align: right; margin-top: 100px;">\$7,300.00</div>
TOTAL			\$110,100.00

THANK YOU FOR YOUR BUSINESS







DECKING COLOR OPTIONS



Amberwood



Weathered Ipe



Rosewood



Cypress



Sand Castle



Driftwood Grey



Silver Teak



Harbor Grey

DemandStar Submission 2/23/2026

Supplier Details

Response Submitted By Fender Marine Construction
Preparer Tim Abbott
Address 8010 Sunport Drive, 123, Orlando, FL 32809, United States of America
Phone 407-481-8383
Email challameyer@fendermarine.com
Price \$122422
Self Declarations Small Business
Status Notes Submitted Quote
Complete / Partial Completed

Quote Breakdown (1)

#	Description	Quantity	Price(Per UOM)	Subtotals	Award Status
1	This quote is for the construction of a floating dock at the Mackay Gardens and Lakeside Preserve - See scope of service document Supplier quoted alternate : \$122,422.00	1	\$122,422.000	\$122,422.00	
Subtotals will be rounded up to the nearest cent			Total	\$122,422.00	

**LAKE ALFRED CITY COMMISSION
MARCH 2, 2026**

5.) Department Updates

Issue: The City Commission will hear presentations and updates from two of the City's departments. These include the Police and Fire Departments.