

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



Phone: (863) 291-5747  
Fax: (863) 298-5403  
[www.mylakealfred.com](http://www.mylakealfred.com)

**AGENDA  
CITY COMMISSION MEETING  
MONDAY OCTOBER 2, 2017  
7:30 P.M.  
CITY HALL**

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**CALL TO ORDER: MAYOR CHARLES LAKE**

**INVOCATION AND PLEDGE OF ALLEGIANCE: PASTOR BLOCKER**

**ROLL CALL: CITY CLERK AMEÉ BAILEY**

**CITY MANAGER & CITY ATTORNEY ANNOUNCEMENTS**

**RECOGNITION OF CITIZENS: ITEMS THAT ARE NOT PUBLIC HEARINGS**

**PROCLAMATION – FIRE PREVENTION WEEK**

**CONSENT AGENDA**

- 1.) CITY COMMISSION MEETING MINUTES FOR SEPTEMBER 21, 2017
- 2.) CITY COMMISSION ANNOUNCEMENTS

**AGENDA**

- 1.) AGREEMENT: THE LAKES II DEVELOPMENT TRACT 4 AND 4A
- 2.) BIDS: CITY HALL RENOVATION

**RECOGNITION OF CITIZENS: (PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.)**

**COMMISSIONER QUESTIONS AND COMMENTS:**

**COMMISSIONER DUNCAN  
COMMISSIONER DEARMIN  
COMMISSIONER MAULTSBY**

**MAYOR LAKE  
VICE MAYOR DALEY  
ADJOURN**

*Should any person decide to appeal any decision made at a meeting, or any meeting announced in this agenda, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made. In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk not later than four days prior to the proceeding at 863- 291-5748.*

**LAKE ALFRED CITY COMMISSION MEETING  
OCTOBER 2, 2017**

**CONSENT AGENDA**

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

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**1.) SEPTEMBER 7, 2017 CITY COMMISSION MEETING MINUTES**

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**ATTACHMENTS:**

- Draft Minutes

**ANALYSIS:** Please review the minutes at your earliest convenience and if there are any questions, comments or concerns please contact the City Clerk, Ameen Bailey at (863) 291-5748.

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**2.) CITY COMMISSION ANNOUNCEMENTS**

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

<b>Date</b>	<b>Meeting/ event</b>	<b>Location</b>	<b>Time</b>
Oct. 12	Ridge League of Cities	Winter Haven	6:30 pm
Oct. 12	Polk County Farm Bureau	Fort Meade	6:00 pm

**DRAFT MINUTES**  
**CITY OF LAKE ALFRED**  
**CITY COMMISSION MEETING**  
**THURSDAY SEPTEMBER 21, 2017**  
**7:30 P.M.**  
**CITY HALL**

**Call to Order:** Mayor Charles Lake

**Invocation and Pledge of Allegiance:** Police Chief Art Bodenheimer

Those in attendance were Mayor Charles Lake, Vice Mayor Nancy Daley, Commissioner John Duncan, Commissioner Jack Dearmin and Commissioner Albertus Maultsby.

Staff attendance: City Manager Ryan Leavengood, Assistant City Attorney Seth Claytor, City Clerk Ameen Bailey-Speck, Public Works Director John Deaton, Finance Director Amber Deaton, Police Chief Art Bodenheimer, Fire Chief Chris Costine, and Parks and Recreation Director Richard Weed.

**Mayor Lake** thanked all the City staff, citizens, volunteers and TECO for all of their assistance before, during, and after Hurricane Irma.

**CITY MANAGER ANNOUNCEMENTS**

**City Manager Leavengood** reiterated the Mayor's sentiment and provided an update on City's storm related activities. The utilities crews maintained over 20 lift stations during the power outage by rotating generators around the City to power the lift stations and move sewage to the plant. The City learned some lessons and will be better prepared for the next emergency.

He thanked the First Baptist Church Lake Alfred and Pastor Mike Jones for allowing the City to stage debris on the church property. The County contractor will eventually pick-up the debris, however during the interim the City crews are picking up the debris and moving to the church site. The County crews will pick-up items the City cannot and remove larger trees that will need to be cut in order to move.

September is Library Card sign up month. Library cards are free and offer a world of adventure, entertainment and education. A library card gives you access to all 15 libraries in Polk County as well as the opportunity to have items mailed to you free. A Polk County library card gives you access to the Polk County Library Cooperative website where you can do research, download movies, and many other things.

National Medication Take Back Day will be Saturday October 28<sup>th</sup> from 10:00 AM till 2:00 PM. All medications including pet medications can be dropped off at the Police Department.

The Mackay Gardens and Lakeside Preserve will host a free astronomy workshop Saturday October 14<sup>th</sup> from 7 to 10 pm; a Master Gardener Workshop on Thursday October 5<sup>th</sup> at 10 am, and a Nature Walk on Sunday October 27<sup>th</sup> at 2 pm. Contact the Parks and Recreation Department for more details.

Good ol' Days will be held on E. Pomelo Street on October 14<sup>th</sup> from 2 pm – 7 pm. The event will include 1950,s priced food, model train exhibits, train rides, games, a marketplace, street dance and more. The City also has a very active fall schedule including Veterans Day- November 11<sup>th</sup> at 2 pm, Mackay Gardens & Lakeside Preserve 100 year celebration- November 17<sup>th</sup>, Thanksgiving Employee lunch November 21<sup>st</sup>- 11:30 at Highlands Center, Christmas Parade on December 9<sup>th</sup>, Employee Christmas Party on December 15<sup>th</sup> hopefully at IFAS, and the Bluegrass and BBQ Bash on January 13<sup>th</sup>. An Employee appreciation lunch will be held next Friday at the Highland Center to thank all the employees for their work during the hurricane.

### **CITY ATTORNEY ANNOUNCEMENTS**

No announcements.

### **RECOGNITION OF CITIZENS**

**Margaret Wheaton** 330 Carolina Ave. stated September is National Ovarian Cancer month and she thanked the City for the efforts in spreading the word. The library is decorated in TEAL which means take early action and live. The support group is sponsoring an event at Munn Park in Lakeland on Saturday form 3-7. She requested some Lake Alfred men volunteer for the teal panty race.

### **CONSENT AGENDA**

**Commissioner Dearmin** moved to approve the Consent Agenda, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote

<b>MAYOR LAKE</b>	<b>AYE</b>
<b>VICE MAYOR DALEY</b>	<b>AYE</b>
<b>COMMISSIONER DEARMIN</b>	<b>AYE</b>
<b>COMMISSIONER DUNCAN</b>	<b>AYE</b>
<b>COMMISSIONER MAULTSBY</b>	<b>AYE</b>

### **AGENDA**

#### **1.) PUBLIC HEARING: RESOLUTION 12-17 FINAL MILLAGE RATE**

**Assistant City Attorney Claytor** read the tentative millage rate disclosure statement. The City of Lake Alfred, Florida statutory roll-back millage rate for the ad valorem taxation of real property for fiscal year 2017/18 is calculated at 7.2633 mill. The millage rat under consideration is 7.2390 mils, which is a 0.34% decrease below the roll-back rate. He then read the entire Resolution.

**City Manager Leavengood stated** the City is required to advise the Property Appraiser's Office of its final millage rate and roll-back rate. The final millage rate is proposed to be set at 7.2390 per \$1,000 of taxable value and the proposed FY 2017-2018 budget is balanced utilizing this rate.

Staff recommended approval of Resolution 12-17.

**Mayor Lake** opened the public hearing. There were no citizen comments.

**Mayor Lake** closed the public hearing.

**Commissioner Dearmin** moved to approve Resolution 12-17 for the millage rate of 7.230, seconded by **Commissioner Maultsby**. The motion was approved by unanimous voice call vote.

<b>MAYOR LAKE</b>	<b>AYE</b>
<b>VICE MAYOR DALEY</b>	<b>AYE</b>
<b>COMMISSIONER DEARMIN</b>	<b>AYE</b>
<b>COMMISSIONER DUNCAN</b>	<b>AYE</b>
<b>COMMISSIONER MAULTSBY</b>	<b>AYE</b>

## **2.) PUBLIC HEARING: ORDINANCE 1391-17: FY 2017/2018 ANNUAL BUDGET**

**Assistant City Attorney Claytor** read the entire Ordinance.

**City Manager Leavengood** stated over the past several months the City Commission has been presented with and has given approval to the different draft sections of the FY 2017/2018 annual operating budget including: Capital, Expenditures, Revenue, and Payroll. The proposed FY 2017/2018 budget assembles the previously approved sections into the final budget with updates from July's experience and obtaining final revenue and expenditure information. The proposed budgets are balanced with the adopted millage rate of 7.239 which is equal to the current year millage rate.

Staff recommended approval of Ordinance 1391-17 on second and final reading. The budget document presented has additional supplemental information.

**Mayor Lake** opened the public hearing.

**Margaret Wheaton** 330 Carolina Ave. S stated she would like to see a line item for the Library expansion.

**Commissioner Duncan** asked about providing the advanced holiday pay in addition to the normally scheduled holiday pay and if a motion was need to make the change.

**City Manager Leavengood** stated the holiday pay is \$24,804. Since the budget includes the holiday pay already he administratively advanced the payment to the first pay in October to assist staff due to the storm impacts. An additional payment would need to be approved by the City Commission since it would exceed the \$20,000 threshold for the City Manager to approve and it would be outside of the budget. An additional payment would be funded from the fund balance, but he would not recommend amending the budget tonight. If the City Commission want to make an additional appropriation in November as a budget amendment, staff can prepare for the City Commission.

**Assistant City Attorney Claytor** stated that the City Commission can instruct the City Manager to research a budget amendment in November by consensus.

The City Commission was in consensus with the recommended course of action provided by the Assistant City Attorney.

Mayor Lake closed the public hearing.

**FY 2017/2018 BUDGET  
SUMMARY**

	2017/2018	2018/2019		2017/2018	2018/2019
<b>General Fund</b>			<b>Community Redevelopment Agency</b>		
Revenues	4,996,695	5,192,546	Revenues	89,780	234,780
Expenditures	4,996,695	5,192,546	Expenditures	89,780	234,780
Contingency	6,190	3,413	Contingency	1,180	1,180
<b>Enterprise Fund</b>			<b>Stormwater</b>		
Revenues	2,561,000	2,561,000	Revenues	60,000	60,000
Expenditures	2,561,000	2,561,000	Expenditures	60,000	60,000
Contingency	2,730	13,641	Contingency	1,640	1,640

	<u>FY 2017/2018</u>	<u>FY 2018/2019</u>
<b>TOTAL BUDGET:</b>	<b>\$7,557,695</b>	<b>\$7,753,546</b>

Commissioner Dearmin moved to approve Ordinance 1391-17 the FY 2017/2018 Annual Budget on second and final reading, seconded by Commissioner Duncan. The motion was approved by unanimous voice call vote.

<b>MAYOR LAKE</b>	<b>AYE</b>
<b>VICE MAYOR DALEY</b>	<b>AYE</b>
<b>COMMISSIONER DEARMIN</b>	<b>AYE</b>
<b>COMMISSIONER DUNCAN</b>	<b>AYE</b>
<b>COMMISSIONER MAULTSBY</b>	<b>AYE</b>

**3.) RESOLUTION 13-17: BAD DEBT WRITE OFF**

Assistant City Attorney Claytor read the Resolution title.

City Manager Leavengood stated as part of the closeout process for the end of the current fiscal year city staff is requesting authorization to expense any outstanding utility billing accounts as bad debt. Overall the percentage of the accounts to be expensed as bad debt is less than 1% of budgeted utility billing revenue. The total amount for the current fiscal year is \$10,680.43 from 102 accounts. While the debt is written off for accounting purposes collection efforts will still continue after the debt is written off the ledger.

<b>Historical Trend</b>	
2012	\$ 14,434
2013	\$ 15,134
2014	\$ 15,079
2015	\$ 10,877
2016	\$ 12,627

Staff recommended approval of Resolution 13-17.

**Mayor Lake** opened the public hearing. There were no citizen comments.

**Mayor Lake** closed the public hearing.

**Commissioner Dearmin** moved to approve Resolution 13-17 to write off the bad debt in the amount of \$10,680.43, seconded by **Commissioner Maultsby**. The motion was approved by unanimous voice call vote.

<b>MAYOR LAKE</b>	<b>AYE</b>
<b>VICE MAYOR DALEY</b>	<b>AYE</b>
<b>COMMISSIONER DEARMIN</b>	<b>AYE</b>
<b>COMMISSIONER DUNCAN</b>	<b>AYE</b>
<b>COMMISSIONER MAULTSBY</b>	<b>AYE</b>

**4.) RESOLUTION 14-17: FDOT MAINTENANCE AGREEMENT**

**Assistant City Attorney Claytor** read the Resolution title.

**City Manager Leavengood stated** Follow the FDOT Highway 17-92 improvements in 2008 the City entered into a three year agreement to maintain the landscaping in FDOT's right of way. The agreement was renewed in 2014 and is being presented back to the City for an additional three year renewal with updated amounts. Under the terms of the agreement the City is responsible for basic landscaping services including mowing, litter removal, edging, and street sweeping.

Historical Trend		
Year	Amount	Difference
2008	\$20,110.34	
2011	\$30,315.37	\$10,205.03
2014	\$24,211.23	(\$6,104.14)
2017	\$29,220.07	\$5,008.84

Staff recommended approval of Resolution 14-17.

**Mayor Lake** opened the public hearing. There were no citizen comments.

**Mayor Lake** closed the public hearing.

**Vice Mayor Daley** moved to approve Resolution 14-17 FDOT Maintenance Agreement in the amount of \$29,220.07, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote.

<b>MAYOR LAKE</b>	<b>AYE</b>
<b>VICE MAYOR DALEY</b>	<b>AYE</b>
<b>COMMISSIONER DEARMIN</b>	<b>AYE</b>
<b>COMMISSIONER DUNCAN</b>	<b>AYE</b>
<b>COMMISSIONER MAULTSBY</b>	<b>AYE</b>

**5.) AGREEMENT: THE LAKES II DEVELOPMENT TRACT 4 AND 4A**

**City Manager Leavengood stated** under Florida Statute, Sections 163.3220 through 163.3243 the City has the authority to enter into development agreements with developers. The

development agreement is regarded as supplemental and additional to the powers conferred upon the City by other laws (i.e. zoning, concurrency, development approvals, etc.). The Lakes of Lake Alfred was first approved in concept in 2004. Tract 4A was platted and infrastructure was partially complete in January 2007 and a development agreement was approved in 2010. The Planning Board and City Commission acknowledged that a new owner wished to proceed with the future Tracts 4, 5, 6 and 7 as a separate development project. Therefore, the City Commission approved an amended Development Agreement for this half of The Lakes, now referred to as The Lakes II in 2015. The current amendment acknowledges the current rezonings within Tracts 4/4A and confirm and establish the respective rights and obligations of the Owner and the City concerning the Development of the Property. This tract is currently under construction. The Tract 8 Development agree will be presented at a future meeting.

Staff recommended approval of the second amendment to The Lakes II Development Agreement with Land Partners II, LLC.

**Assistant City Attorney Claytor** stated on Monday October 2, 2017 at 7:30 pm at City Hall, 120 E. Pomelo St., the second public meeting on this matter will be held.

**Vice Mayor Daley** asked if the amendment only affected Tracts 4 and 4A.

**Community Development Director Bailey** stated that the agreement covers all of Tract 4 and 4A, even though the subdivision had different zoning categories assigned. This agreement does not include Tracts 5, 6, or 7.

**Mayor Lake** opened the public hearing. There were no citizen comments.

**Mayor Lake** closed the public hearing.

**Vice Mayor Daley** moved to approve the second amendment to The Lakes II Development Agreement for Tracts 4 and 4A on first reading, seconded by **Commissioner Dearmin**. The motion was approved by unanimous voice call vote.

<b>MAYOR LAKE</b>	<b>AYE</b>
<b>VICE MAYOR DALEY</b>	<b>AYE</b>
<b>COMMISSIONER DEARMIN</b>	<b>AYE</b>
<b>COMMISSIONER DUNCAN</b>	<b>AYE</b>
<b>COMMISSIONER MAULTSBY</b>	<b>AYE</b>

#### **6.) RESOLUTION 15-17: WAIVER OF PERMIT FEES FOR REPAIR OF STRUCTURES DAMAGED BY HURRICANE IRMA**

**Assistant City Attorney Claytor** read the Resolution title.

**City Manager Leavengood** stated a damage assessment was performed by city staff following Hurricane Irma that showed hundreds of residential and commercial structures with varying degrees of damage. Depending upon the amount of damage a building permit may be required in order to ensure that the work is done in accordance with proper building codes and is being performed by a licensed professional with proper insurance. Since the permits are needed as a direct result of a natural disaster, staff is recommending that the City Commission consider



waiving permit fees associated with these repairs for a period of 90 days with authorization to the City Manager to extend the duration another 30 days if necessary.

The utility late fees have also been waived through the administrative process for this month and no cut-off will be enforced this month.

Staff recommended approval of Resolution 15-17.

**Commissioner Maultsby** asked if the repairs would still need to be performed by a licensed contractor.

**City Manager Leavengood** stated the work will still need to be permitted, documentation on the contractor provided, and inspections will be required however there will be no permit fees.

**Mayor Lake** reminded everyone to work with licensed contractors, then he opened the public hearing.

**Mayor Lake** closed the public hearing.

**Mayor Lake** moved to approve Resolution 15-17, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote

<b>MAYOR LAKE</b>	<b>AYE</b>
<b>VICE MAYOR DALEY</b>	<b>AYE</b>
<b>COMMISSIONER DEARMIN</b>	<b>AYE</b>
<b>COMMISSIONER DUNCAN</b>	<b>AYE</b>
<b>COMMISSIONER MAULTSBY</b>	<b>AYE</b>

### **RECOGNITION OF CITIZENS:**

**Police Chief Bodenheimer** stated that the citizen support during the storm was awesome. While Chief Costine, Public Works Director Deaton, and himself cleared the main streets, citizens were working to clear side street. They had the majority of the streets cleared in four hours, but that could not have been accomplished without citizen help. He also stated that the crew leader Ralph from TECO provided cooperation assisted in getting the power on sooner.

### **COMMISSIONER QUESTIONS AND COMMENTS**

**Vice Mayor Daley** thanked staff for preparing before the storm and all the coordination. She asked if the County had issued a Burn Ban and if not should the City consider one due to all the debris around the City. She also asked if the City will be applying for FEMA assistance for labor or damages. Lastly she mentioned a new nature program once a month by Steve Franklin at Mackay.

**City Manager Leavengood** stated there was a rumor regarding a burn ban. Most residents are placing the debris curbside rather than moving to their yard to burn. The City is working to pick up the debris as soon as possible. Staff is tracking expenses for the purpose of FEMA reimbursement.

**Fire Chief Costine** stated the County is continuing to issue burn permits.

**Commissioner Duncan** stated everyone did a great job. He stated citizens have asked him about tree removal and if there was any information available.

**Community Development Director Bailey** stated there are some organizations that have volunteered to help elderly citizens with tree removal. Information can be disseminated.

**Commissioner Dearmin** he thanked staff and the citizens.

**Commissioner Maultsby** stated the city did a great job and he asked about the line item for the library.

**City Manager Leavengood** stated that there is money that is being put aside each year for the Parks and Recreation projects that will be identified in the Master Plan. GAI will be in the City starting in October and then the focus group and public meeting will be announced. The process will generate a priority list for each facility. Then the City Commission will need to select the items and timeframe for when items occur. The engineering for the library expansion may be the first item for the library to be funded. Then when the funding is available the site is shovel ready. Capitol discussions will begin in March.

**Mayor Lake** stated he missed the opportunity to meet with the legislatures due to Hurricane Irma. He liked the idea of a newsletter in the utility bill and asked about sending it in the electronic invoices.

With there being no further business to discuss, Mayor Lake adjourned the meeting at 8:28 pm.

Respectfully Submitted,

Ameé Bailey-Speck  
City Clerk

**LAKE ALFRED CITY COMMISSION MEETING  
OCTOBER 2, 2017**

**AGENDA**

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**1.) AGREEMENT: THE LAKES II DEVELOPMENT TRACT 4 AND 4A**

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**ISSUE:** The City Commission will consider a second amendment to The Lakes II Development Agreement with Land Partners II, LLC.

**ATTACHMENTS:**

- Development Agreement Second Amendment

**ANALYSIS:** Under Florida Statute, Sections 163.3220 through 163.3243 the City has the authority to enter into development agreements with developers. The development agreement is regarded as supplemental and additional to the powers conferred upon the City by other laws (i.e. zoning, concurrency, development approvals, etc.). The Lakes of Lake Alfred was first approved in concept in 2004. Tract 4A was platted and infrastructure was partially complete in January 2007 and a development agreement was approved in 2010. The Planning Board and City Commission acknowledged that a new owner wished to proceed with the future Tracts 4, 5, 6 and 7 as a separate development project. Therefore, the City Commission approved an amended Development Agreement for this half of The Lakes, now referred to as The Lakes II in 2015. The current amendment acknowledges the current rezonings within Tracts 4/4A and confirm and establish the respective rights and obligations of the Owner and the City concerning the Development of the Property.

**STAFF RECOMMENDATION:** Approval of the second amendment to The Lakes II Development Agreement with Land Partners II, LLC

## **SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT ("Second Amendment"), made this 2<sup>nd</sup> day of October, 2017, by and between **LAKE ALFRED LAND PARTNERS II, LLC**, a Florida limited liability corporation (the "Owner"), and the **CITY OF LAKE ALFRED**, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

### **WITNESSETH**

**WHEREAS**, Owner is the fee simple owner of the land described in Exhibit "A" attached hereto (the "Property"), which was subject to a prior Development Agreement, dated February 1, 2010, between Meridian Land Holdings, LLC., a Florida limited liability corporation, and the City, recorded in Official Records Book 8075, Pages 748-760, Public Records Polk County, Florida as amended by that First Amendment dated November 5, 2015, and recorded in Official Records Book 9694, Pages 413-418, Public Records of Polk County, Florida for a residential development identified as The Lakes II (collectively, the "Lakes II Development Agreement"); and

**WHEREAS**, the City is willing to release the Property from the terms and conditions of the Lakes Tract II Development Agreement in contemplation of entering into this Second Amendment;

**WHEREAS**, the Owner's development ("Development") calls for the rezoning of certain lots of the Property from Single Family District Clustered ("R-1AC &R-1AAC") to Single Family District ("R-1B"). In that regard the rezoning of the Property has occurred by the adoption and passage of City of Lake Alfred Ordinance 1389-17; and

**WHEREAS**, the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes (the "Act"), and Section 6.02.00 of the City of Lake Alfred Land Development Regulations, authorize local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies subject to the conditions of such development agreements; and

**WHEREAS**, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for development, encourage private participation and comprehensive planning and reduce the costs of development; and

**WHEREAS**, the Development shall be developed in accordance with the provisions of the City of Lake Alfred Unified Land Development Code and City of Lake Alfred Ordinance 1389-17 and accordingly will be consistent with the City of Lake Alfred Comprehensive Plan; and

**WHEREAS**, the Development is already platted and shall comply with all applicable land development regulations in effect at the time of permitting including but not limited to the provisions of City of Lake Alfred Unified Land Development Code and City of Lake Alfred Code of Ordinances including but not limited to City of Lake Alfred Ordinance 1389-17 unless otherwise provided herein; and

**WHEREAS**, it is therefore deemed to be in the interest of the public health, safety and welfare for the City and an appropriate exercise of the City's police powers to further specify and

## SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

detail the manner in which the Property will be developed, by entering into the instant Second Amendment.

**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 reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Second Amendment.

**2.0 Purpose.** The purpose of this Second Amendment is to confirm and establish the respective rights and obligations of the Owner and the City concerning the Development of the Property.

### **3.0 Owner Obligations.**

**3.1** In compliance with all applicable Federal, State and Local laws, statutes, ordinances, codes and regulations, including but not limited to the Development Plan, Owner agrees to develop the Property in accordance with this Second Amendment, as further provided herein. In furtherance thereof, the Owner shall obtain and/or update to the extent necessary the required permits (the "Permits"), including but not limited to the following:

3.1.1 Southwest Florida Water Management District – Stormwater Management Permit / Environmental Resource Permit / Consumptive and/or Water Use Permit(s).

3.1.2 City of Lake Alfred – Building Permit

3.1.3 City of Lake Alfred – Site Development Permit

3.1.4 City of Lake Alfred – Driveway Permit

3.1.5 Florida Fish and Wildlife Conservation Commission

3.1.5.1 Gopher Tortoise Conservation Permit

**3.2** Except as otherwise provided herein, Owner acknowledges and agrees that the City's willingness to enter into this Second Amendment shall not be construed as a waiver by the City of any applicable law, ordinance, rule or regulation for the construction of the Development.

**3.3** The Owner will be responsible for and shall pay all costs related to providing notice and advertising this Second Amendment as required by Section 163.3225, Florida Statutes, and the recording of this Second Amendment.

**3.4** The lands within the Development are presently designated as Low Density Residential on the Future Land Use Map and are zoned a combination of R-1AC and R-1B. R-1A permits a maximum density of 4.2 dwelling units per acre and a minimum floor area of 1,200 square feet. R-1B permits a maximum density of 6.0 dwelling units per acre and a minimum floor area of 960 square feet. These zoning districts provide for a higher density, less restrictive development, along with

## SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

necessary and incidental accessory uses, and uses characteristic and accepted with, but not detrimental to the principal uses, and allows a maximum building height of 35 feet.” Given that the lands are already platted no additional density shall be allowed in the Development.

**3.4.1** The foregoing notwithstanding, the Owner hereby agrees to restrict the development of the Property to a cumulative total of all dwelling units on the Property not to exceed single family residential dwelling units.

**3.5** Owner shall place deed restrictions for the Property which shall survive the termination of this Second Amendment and will last in perpetuity, as covenants running with the land, explicitly providing for their enforceability by the City, on all lots located within the Development to among other things prohibit Short Term Rentals. For purposes of this section, “Short Term Rental” means a dwelling unit (including any accessory structures on the same property) that is rented to any person or entity for a period of up to six (6) consecutive months.

### **4.0 City's Obligations.**

**4.1** Consistent with all applicable City ordinances and regulations, the City agrees to expeditiously review and grant, with reasonable conditions where appropriate, all applicable City permits upon payment by Owner of all required fees.

**4.2** Pursuant to Section 6.03.06 of the City of Lake Alfred Land Development Regulations, within fourteen (14) days after the City enters into this Second Amendment, the City shall record this Second Amendment in the public records of Polk County. Owner shall pay for the costs of recording this Second Amendment.

**4.3** The amendments to the City's Comprehensive Plan Future Land Use Map and rezonings discussed in this Second Amendment were not contingent on the approval of this Second Amendment and the City has not contracted away any of its police powers or legislative functions relating to land use and zoning by entering into this Second Amendment.

**5.0 Public Facilities.** The City hereby acknowledges and affirms that the public facilities required for the Development to meet concurrency have sufficient capacity to service the Development concurrent with the impacts of the Development, as of the Effective Date. This affirmation of capacity shall be effective during the term of this Second Amendment.

**6.0 Comprehensive Plan.** The City's Comprehensive Plan has been found to be in compliance with Chapter 163, Florida Statutes, by the Florida Department of Economic Opportunity. The City hereby finds that the Development as depicted in Exhibit "B", and as further described in the instant second Amendment is consistent with the City's Comprehensive Plan.

**7.0 Binding Effect.** The Burdens of this Second Amendment shall be binding upon, and the benefits of this Second Amendment shall inure to, all successors in interest to the parties to this Second Amendment.

**8.0 Applicable Law, Jurisdiction and Venue.** This Second Amendment, and the rights and obligations of the City and the Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Second Amendment may be enforced as provided in Section 163.3243, Florida Statutes. Pursuant to Section 163.3233(1), Florida

## SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

Statutes, the City's laws and policies governing the development of the Development at the time of the execution of this Second Amendment shall govern the Development for the duration of the Second Amendment. The City may apply subsequently adopted regulations and policies to the Development solely in accordance with the requirements of Section 163.3233(2), Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the State Courts in and for Polk County, Florida. The fact that this Second Amendment does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the Development shall not relieve the Owner or its successor in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and regulations.

**9.0 Exhibits.** All exhibits attached hereto contain additional terms of this Second Amendment and are incorporated herein by reference. In the event a conflict exists between the terms of this Second Amendment and any exhibits attached hereto, this Second Amendment shall control as related to such terms.

**10.0 Captions and Paragraph Headings.** Captions and paragraph headings contained in this Second Amendment are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Second Amendment, nor the intent of any provision hereof.

**11.0 Definitions.** Unless specifically defined herein, the terms used in this Second Amendment shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the City of Lake Alfred Unified Land Development Regulations and/or the Code of Ordinances of the City of Lake Alfred.

**12.0 Counterparts.** This Second Amendment may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Second Amendment.

**13.0 Merger.** This Second Amendment constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Second Amendment. There are no representations, promises, guarantees or warranties other than those set forth herein.

**14.0 Effective Date and Duration.** This Second Amendment shall become effective after it has been recorded in the public records of Polk County and thirty (30) days after it is received by the Florida Department of Economic Opportunity (the "Effective Date"). Pursuant to Section 6.02.04 (B) of the City of Lake Alfred Land Development Regulations, this Second Amendment shall remain in effect until the earlier of the completion of the Development or the expiration of ten (10) years after the Effective Date, unless otherwise extended or earlier terminated as provided for herein. This Second Amendment may be terminated only by mutual consent of the parties. The parties hereto further acknowledge that the instant Second Amendment may be further extended by mutual agreement of the parties and in accordance with applicable state and local law. Any provisions of this Second Amendment which expressly so provide shall survive a termination and/or expiration of this Second Amendment.

### **15.0 Breach, Default and Termination.**

**15.1.0. The Owner.** The City agrees that should the Owner breach this Second Amendment or be in default of any of the terms, covenants and/or conditions contained therein, prior to the City claiming any right to relief as a result of said breach and/or default, the City shall give the Owner written notice which identifies the specific breach and/or default. Upon receipt of such written notice, the Owner shall have thirty (30) days

## SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

within which to commence to cure the breach and/or default or such additional time to cure as may be approved by the City so long as the Owner is making a good faith effort to cure such breach and/or default as determined solely by the City.

**15.2.0. The City.** The Owner agrees that should the City breach this Second Amendment or be in default of any of the terms, covenants and/or conditions contained therein, prior to the Owner claiming any right to relief as a result of said breach and/or default, the Owner shall give the City written notice which identifies the specific breach and/or default. Upon receipt of such written notice, the City shall have forty-five (45) business days within which to commence to cure the breach and/or default or such additional time to cure as may be approved by the Owner, so long as the City is making a good faith effort to cure such breach and/or default as determined solely by the Owner.

**15.3.0. Termination.** In the event that the City or Owner is not able to cure any such breach and/or default of this Second Amendment following the expiration of the cure period, including any and all extensions thereof, the non-breaching party shall have the right to terminate this Second Amendment upon thirty (30) days written notice to the party in breach and/or default.

**16.0 Indemnification.** To the extent permitted by law, including Section 768.28, Florida Statutes, each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Non-Indemnifying Parties") from and against all claims, demands, suits or causes of action of any kind or nature, and the resulting losses, costs, expenses, including reasonable attorneys' fees and costs, liabilities, damages, taxes, orders, judgments, or decrees, brought against and/or sustained by the Non-Indemnifying parties based on governmental assessment, personal injury, bodily injury, death or property damage, and/or destruction received or reasonably claimed to be received or sustained by any person or persons arising out of or in connection with any negligent act or omission of the Indemnifying Party, its agents, employees or assigns while performing the duties and obligations required by this Second Amendment. This indemnification shall survive the termination of this Second Amendment.

**16.1.0. Indemnification and No Waiver.** Compliance with Section \_\_\_\_ of this Second Amendment shall not relieve the City or Owner of any liability or other obligation under this Second Amendment. It is understood and agreed that the City does not intend to waive any sovereign immunity it may have as provided by law. Further regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under the indemnification provisions of this Second Amendment shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed on the Effective Date of this Second Amendment, as between the City and Owner.

**16.2.0. Limitation on Municipal Indemnity.** To the extent that this second Amendment and/or any Exhibit attached hereto call for the City to indemnify the Owner, or any party, or to the extent that any transaction made before, during or subsequent to the Term of this Second Amendment requires the City to indemnify any third-party, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

"The City does not intend to waive any sovereign immunity. Further regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the



## SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed on the Effective Date of this Second Amendment, as between the City and Owner."

The addition of this language pursuant to this Second Amendment shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of this Second Amendment, nor shall it create indemnifications where none are expressly made in the terms and conditions of any transaction made before, during or subsequent to the Term of this Second Amendment, whether implied or otherwise.

**17.0 Amendment.** This Second Amendment may only be amended and/or modified in writing by mutual consent of the parties and approval of the City of Lake Alfred's governing body so long as the amendment meets the requirements of the Act.

**18.0 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 Second Amendment and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Second Amendment, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Second Amendment, and to coordinate the performance of their respective obligations under the terms of this Second Amendment. To the extent of any conflict with the development conditions or other rules and regulations which may otherwise govern the Development, the terms and conditions of this Second Amendment shall prevail.

**19.0 Notices.** Any notices or reports required by this Second Amendment shall be sent to the following:

For the City: City Manager  
City of Lake Alfred  
120 E. Pomelo Street  
Lake Alfred, FL 33850

With a Copy to (which shall not constitute notice):  
Frederick J. Murphy, Jr. City Attorney  
City of Lake Alfred  
Post Office Drawer 30  
245 South Central Avenue Bartow, Florida 33830

For the Owner: Lake Alfred Land Partners II, LLC  
3020 S. Florida Avenue, Suite 101  
Lakeland, Florida 33803

With a Copy to (which shall not constitute notice):  
John B. (Bart) Allen, Esquire Peterson & Myers, P.A.  
P.O. Drawer 7608  
Winter Haven, Florida 33883

**20.0. Construction.** The City and Owner acknowledge that this Second Amendment has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, this

## SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

Second Amendment shall be interpreted in accordance with the terms contained herein.

**21.0. Severability.** If any term, covenant, or condition of this Second Amendment or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Second Amendment or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Second Amendment shall be valid and enforced to the fullest extent permitted by law. The City and Owner further agree to reform this Second Amendment to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**22.0. Gender Neutral.** For purposes of this Second Amendment, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

**23.0. Representations and Warranties.** Each party signing this Second Amendment on behalf of City and Owner represents and warrants that he or she has read, understands and acknowledges any and of the conditions and requirements as set forth herein.

**24.0. Authority.** Both the City and Owner represent to one another that all the necessary actions to execute this Second Amendment have occurred and that both parties possess the legal authority to enter into this Second Amendment and undertake all the obligations imposed herein.

**25.0. No Third Party Beneficiaries.** Nothing contained in this Second Amendment shall create a contractual relationship with, or any rights in favor of, any third party, including any Subcontractor.

**26.0. 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 Second Amendment). Unless otherwise specified in this Second Amendment, the calculation of the number of days that have passed during any time period prescribed in or by this Second Amendment 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 Second Amendment shall commence on the day immediately following the Effective Date. For purposes of this Second Amendment, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365 day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the City. In the event any time period or deadline identified in this Second Amendment expires and/or falls on a Saturday, Sunday or recognized holiday by the City, 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.

**27.0 City Non-Waiver.** The City's willingness to enter into this Second Amendment shall not be construed as a waiver by the City of any applicable law, ordinance, rule or regulation as related to the development of the Property and/or the Development.

**28.0. Waiver.** Failure of either the City and/or Owner to enforce any right hereunder shall not be deemed a waiver of such right. The inaction and/or failure of either the City or Owner to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Second Amendment shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action and/or default. No covenant, condition and/or provision of this Second

## SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

Amendment can be waived, except with the written consent of both the City and Owner and in the case of the City approved by the City's governing body. 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 specifically states and/or identifies such default in the written consent.

**29.0. Duty to Cooperate and Act in Good Faith.** The City and Owner acknowledge and agree that it is in their best interests and the best interests of the public that the Property be developed, operated and managed in accordance with the terms, covenants and conditions contained herein; and both the City and Owner shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

**30.0 Status Report.** On or before June 1 of each year this Second Amendment is in effect, the Owner shall provide a written status report to the City to allow the City to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes, describing the Owner's activity during the preceding year relating to satisfying its obligations hereunder.

**31.0 Statutory Compliance.** The parties acknowledge the requirements set forth in Section 163.3227(1), *Florida Statutes*, and agree the instant Second Amendment complies with the provisions thereof.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**SECOND AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Second Amendment on the day(s) and year set forth below.

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Ameé Bailey-Speck, City Clerk

By: \_\_\_\_\_  
Charles O. Lake, Mayor

Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency:

By: \_\_\_\_\_  
Frederick J Murphy Jr., City Attorney

**LAKE ALFRED LAND PARTNERS II, LLC,  
a Florida limited liability company**

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Robert J. Adams  
President of Highland Equities, Inc., a Florida  
corporation its Managing member, its President

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of September, 2017, by Robert J. Adams, as President of Highland Equities, Inc., a Florida Corporation, as the Managing Member of Lake Alfred Land Partners II, LLC, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A" TRACT 4/4A, THE LAKES II LEGAL DESCRIPTION**

**ALL LOTS WITHIN TRACT 4 THE LAKES AS RECORDED IN PLAT BOOK 146  
PAGES 1 AND 2 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND ALL  
OF THE LOTS IN TRACT 4A THE LAKES AS RECORDED IN PLAT BOOK 149 PAGE 7  
OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.**

**LAKE ALFRED CITY COMMISSION MEETING  
OCTOBER 2, 2017**

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**2.) BIDS: CITY HALL RENOVATION**

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**ISSUE:** The City Commission will consider proposed bids for the renovation of City Hall.

**ATTACHMENTS:**

- City Hall Renovation Bids

**ANALYSIS:** The FY 2017/2018 Budget went into effect on October 1<sup>st</sup> and includes funding for operations and facility maintenance projects. Projects in this line item generally cover larger scale items such as AC or roof replacement and renovation activities. In anticipation of several larger scale renovation projects funding was increased in the current budget to accommodate the interior renovation of City Hall, the old section of the Police Department, and the front lobby of the Administration building.

The proposed bid under consideration is for the interior renovation of the City Hall and offices including the replacement of carpet and flooring; replacement of all windows (energy efficient); and repairs to the dais. City staff has received the following bids for the project:

➤ A. Goff and Associates LLC	\$71,328.00
➤ BL Smith General Contractors	\$51,190.00
➤ Watts Construction	No bid submitted

Not included in this bid but a part of the overall renovation will be to replace the chairs in the Commission Chambers and to make improvements to the sound system.

**STAFF RECOMMENDATION:** To award BL Smith General Contractors the renovation project for the amount of \$51,190.

A. Goff and Associates LLC  
 835 South Buena Vista Dr.  
 Lake Alfred, FL 33850

# Estimate

Date	Estimate #
8/22/2017	289

Phon... 863-956-9050

Name / Address
City of Lake Alfred 155 E. Pomelo St. Lake Alfred, Fl. 33850

Description	Cost	Total
<p>CITY HALL OFFICES</p> <p>Supply material &amp; labor to remove any chair rail &amp; spray a knock down texture to all walls &amp; paint a primer &amp; satin paint</p> <p>Supply material &amp; labor to replace existing base boards with new 31/4in. col. base</p> <p>Supply material &amp; labor to replace 3 office doors with 2 existing doors &amp; 1 new door</p> <p>Supply material &amp; labor a new metal exterior door at the end of the hall</p> <p>Supply material &amp; labor to remove air handler grate closet wall in the last office, remove side door, fill box in the wall, repair walls &amp; ceiling</p> <p>Supply material &amp; labor to spray a knock down texture to the stair well walls, primer, paint walls, steps &amp; railing</p> <p>Supply material &amp; labor to remove old existing carpet &amp; installing new carpet squares</p> <p>Deposit of 25% required to start job, 25% after drywall texture, 25% after painting &amp; balance on completion</p>	41,975.00	41,975.00

Alan T. Goff Thank you for your business	<b>Total</b>	<b>\$41,975.00</b>
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A. Goff and Associates LLC  
 835 South Buena Vista Dr.  
 Lake Alfred, FL 33850

# Estimate

Phon... 863-956-9050

Date	Estimate #
8/22/2017	288

Name / Address
City of Lake Alfred 155 E. Pomelo St. Lake Alfred, Fl. 33850

Description	Cost	Total
<p>CITY HALL LOBBY, CHAMBER &amp; 2 RESTROOMS</p> <p>Supply material &amp; labor to remove 24 existing windows on the West, South &amp; Southeast corner &amp; replace with new white aluminum single hung insulated with low E with grids            Supply material &amp; labor install new window sills where needed            Supply material &amp; labor to spray a knock down texture on the walls &amp; ceiling in the lobby &amp; 2 restrooms &amp; paint with a satin            Supply material &amp; labor to spray a knock down texture on the walls in the chamber, kitchen &amp; back hall areas &amp; paint with a satin            Supply material &amp; labor to even out the deck floor where the city commission area is            Supply material &amp; labor to remove all the existing old carpet &amp; replace with the new carpet squares            Supply material &amp; labor to add casing around 2 doors in the chamber area &amp; base boards by the steps</p> <p>OPTION #1 Supply material &amp; labor to remove lower existing wood panels around walls of the chamber &amp; spray a knock down texture on the walls &amp; paint with a satin [\$5000.00]</p> <p>Deposit of 25% required to start job, 25% after drywall texture, 25% after painting &amp; balance on completion</p>	29,353.00	29,353.00

Alan T. Goff Thank you for your business	<b>Total</b>	<b>\$29,353.00</b>
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# BL SMITH GENERAL CONTRACTORS, INC.

Winter Haven, Fl. 33885-3669  
(863) 294-3949

## CONTRACT

863.291.3446 Fax #



Date	Estimate #
9/19/2017	4439

LIC# CGC061636  
CCC1328625  
RR061636

WWW.BLSMITHGC.COM

The City of Lake Alfred  
155 Pomelo St  
Lake Alfred, Fl 33850  
863-291-5270  
863-298-4440 Fax

ATTENTION:

*50+ Years of  
Service  
1960 - 2010*

WE NOW ACCEPT  
CREDIT CARDS!!!

JOB NUMBER	Good Until	PURCHASE OR...	JOB NAME	JOB LOCATION
	10/19/2017		Admin.	Lake Alfred

We Hereby Submit Specifications		Total
<p>SUPPLY MATERIALS, EQUIPMENT, LABOR &amp; SUPERVISION TO REMODEL THE EXISTING ADMINISTRATION BUILDING AS PER SUPPLIED SCOPE OF WORK. WORK WILL CONSIST OF THE FOLLOWING.</p> <p>INCLUDES: REMOVING OF CHAIR RAILING &amp; BASE TRIM  REMOVING OF CARPET &amp; TILE FLOORING IN CODE ROOM  REMOVE CLOSET, DOORS &amp; A/C GRILL  BUILD SURROUND FOR ELECTRICAL PANEL  MAKE REPAIRS TO WATER DAMAGE WALLS  SPRAY KNOCK DOWN TEXTURE ON INTERIOR WALLS &amp; CEILINGS  INSTALL NEW MARBLE SILLS IN CHAMBERS  REPAIR STAGE  NEW TRIM BASE &amp; CASE AS NEEDED  SEALS AROUND EXTERIOR DOORS AS NEEDED  PAINT WALLS, CEILINGS &amp; TRIM  RE-CARPET FLOORING FROM SELECTION OF CARPET TILE  REPLACE EXTERIOR WINDOWS 28 TOTAL ( Insulated, Colonial, Low-E )  REFUSE OF ALL RELATED DEBRIS</p> <p>EXCLUDES: ELECTRICAL, PLUMBING, HVAC, PLANS, PERMITS, RELATED FEES &amp; ANYTHING NOT MENTIONED ABOVE</p>		51,190.00
30% DEPOSIT AND BALANCE UPON COMPLETION		<b>Total</b> \$51,190.00

All matter is guaranteed to be as specified. All costs related to a lawsuit are eligible to be paid to BL Smith General Contractors including attorney costs, pre-judgement fees and related fees. Any alteration or deviation from above specifications involving extra costs will be executed with orders to become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our company. Owner is to carry necessary insurance. Our company workers are fully covered by Workman's Compensation.

All Contracts are Net 30

Authorized Signature \_\_\_\_\_