

SPRINGS AT LAKE ALFRED

**COMMUNITY DEVELOPMENT
DISTRICT**

August 15, 2024

**BOARD OF SUPERVISORS
PUBLIC HEARINGS AND
REGULAR MEETING
AGENDA**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA LETTER

Springs at Lake Alfred Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 8, 2024

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Springs at Lake Alfred Community Development District

Dear Board Members:

The Board of Supervisors of the Springs at Lake Alfred Community Development District will hold Public Hearings and a Regular Meeting on August 15, 2024 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2024-12, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Fiscal Year 2025 Deficit Funding Agreement
6. Consideration of Home Encounter HECM, LLC Field Operations Agreement

7. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
8. Ratification of Seasons Services Select LLC d/b/a Down To Earth Landscape & Irrigation Services Agreement
9. Consideration of Resolution 2024-07, Designating the Location of the Local District Records Office and Providing an Effective Date
10. Acceptance of Unaudited Financial Statements as of June 30, 2024
11. Approval of May 16, 2024 Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: September 19, 2024 at 5:00 PM

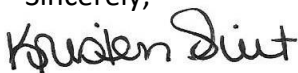
○ QUORUM CHECK

SEAT 1	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	GABRIEL SHAMMA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	BRIAHANNA STASCHIAK	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JEREMY CAMP	☐ IN PERSON	☐ PHONE	☐ NO

13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

3A

POLK COUNTY LEGAL NOTICES

--- PUBLIC SALES ---

FIRST INSERTION

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ("Board") of the Westview South Community Development District ("District") will hold a public hearing on August 14, 2024 at 2:00 p.m., at Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
July 26, 2024 24-01061K

FIRST INSERTION

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ("Board") of the Springs at Lake Alfred Community Development District ("District") will hold a public hearing as follows:
DATE: August 15, 2024
TIME: 5:00 p.m.
LOCATION: Lake Alfred Public Library
245 N. Seminole Avenue
Lake Alfred, Florida 33850

The purpose of the hearing is to receive comments on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://springstatlakealfredccdd.net>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
July 26, 2024 24-01064K

FIRST INSERTION

NOTICE OF PUBLIC HEARING AND BOARD OF SUPERVISORS MEETING OF THE GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Golden Lakes Community Development District (the "District") will hold a public hearing and a meeting on August 6, 2024, at 5:30 p.m. at Club at Eaglebrooke located at 1300 Eaglebrooke Boulevard, Lakeland, Florida 33813.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2024/2025 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting or may be obtained by contacting the District Manager's office via email at michael.perez@infarmark.com.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Michael Perez
District Manager
July 26, 2024 24-01063K

FIRST INSERTION

Notice of Public Hearing and Board of Supervisors Meeting of the City Center Community Development District

The Board of Supervisors (the "Board") of the City Center Community Development District (the "District") will hold a public hearing and a meeting on Tuesday, August 13, 2024, at 1:00 p.m. at the Holiday Inn Express & Suites Orlando South-Davenport, 4050 South Drive, Davenport, Florida 33897.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2024/2025 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting <https://www.citycenterdd.org/>, or may be obtained by contacting the District Manager's office via phone at (321) 263-0132, extension 193.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone. The public may attend the meeting at the Ramada Inn or by conference line. Please check the District's website at <https://www.citycenterdd.org/> prior to the public hearing/meeting date for the call in number in order to attend via the conference line.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

David Melnes
District Manager
July 26, 2024 24-01062K

FIRST INSERTION

NOTICE OF PUBLIC SALE

Notice is hereby given that on dates below these vehicles will be sold at public sale on the date listed below at 10AM for monies owed on vehicle repair and storage cost pursuant to Florida Statutes 713.585 or Florida Statutes 713.78. Please note, parties claiming interest have right to a hearing prior to the date of sale with the Clerk of Courts as reflected in the notice. The owner has the right to recover possession of the vehicle without judicial proceedings as pursuant to Florida Statute 559.917. Any proceeds recovered from the sale of the vehicle over the amount of the lien will be deposited with the clerk of the court for disposition upon court order.

SALE DATE: AUGUST 26, 2024
THE SECRET COLLISION CENTER
3411 RECKER HWY 2008 MITS
JASAU6618U010220 55,957\$7
SUPERIOR AUTO TECH 909 N
MASSACHUSETTS AVE, 1986 HD
1HDYJLJ0G0Y017609 53288.59
JAMIES COLLISION CENTER 2801
US HWY 17-92 W 2019 TOYT 5YF-
BURHEAKP882767 53831.27
July 26, 2024 24-01083K

FIRST INSERTION

Notice Under Fictitious Name Law

According to Florida Statute
Number 865.09
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the Fictitious Name of KMJ SERVICES located at 3850 Anchura Dr., Ste. 14 in the City of Lakeland, Polk County, FL 33811 intends to register the said name with the Division of Corporations of the Department of State, Tallahassee, Florida.

Dated this 23rd day of July, 2024.
Korey McGee
Korey McGee LLC
July 26, 2024 24-01087K

FIRST INSERTION

Fictitious Name Notice

Notice is hereby given that, Jonelle Butler, desiring to engage in business under the fictitious name of One Click Notary located at 924 Morning Star Drive, Lakeland, FL 33810 intends to register the said name in Polk county with the Division of Corporations, Florida Department of State, pursuant to section 865.09 of the Florida Statutes.
July 26, 2024 24-01072K

FIRST INSERTION

Notice Under Fictitious Name Law

According to Florida Statute
Number 865.09
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the Fictitious Name of Jin's Art Florida located at 2736 Derbyshire Ave in the City of Lakeland, Polk County, FL 33803 intends to register the said name with the Division of Corporations of the Department of State, Tallahassee, Florida.

Dated this 19th day of July, 2024.
Jin Hui Williams
July 26, 2024 24-01060K

FIRST INSERTION

Notice Under Fictitious Name Law

Pursuant to Section 865.09, Florida Statutes
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of Le Paw Design located at 751 Camp Ln, in the County of Polk, in the City of Davenport, Florida 33837 intends to register the said name with the Division of Corporations of the Department of State, Tallahassee, Florida.
Dated at Davenport, Florida, this 23rd day of July, 2024.
LE PAW SPA MOBILE PET
GROOMING, LLC
July 26, 2024 24-01093K

FIRST INSERTION

Notice To Creditors

IN THE CIRCUIT COURT FOR POLK COUNTY, FLORIDA
PROBATE DIVISION
File No. 24CP-2184
IN RE: ESTATE OF
CHARLES R O'DONNELL
a/k/a ROBERT O'DONNELL
Deceased.

The administration of the estate of Charles R O'Donnell, deceased, whose date of death was February 9, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 255 N Broadway Ave, Bartow, Florida 33830. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is: July 26, 2024.

Personal Representative:
Debra N. Meyer
6952 Bloody Gulch Rd
Dixon, Illinois 61021
Attorney for Personal Representative:
Carl A. Feddeler, IV
Florida Bar No. 1022506
Oram Law, PLLC
308 Ave G SW Suite 208
Winter Haven, Florida 33880
Telephone: (863) 259-4743
E-mail Addresses:
chaz@oramlaw, andrew@oramlaw
July 26, 2024 24-01057K

--- ESTATE / ACTIONS ---

FIRST INSERTION

NOTICE OF ACTION - MORTGAGE FORECLOSURE IN THE CIRCUIT COURT FOR THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA
CIVIL DIVISION
Case No.: 2024-CA-001351
HHI-NFHB, LLC,
Plaintiff, -vs-
THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST CELESTE R. TORRES, DECEASED; CARLOS GARCIA; DONOVAN TORRES; NILO TORRES; ISIAH TORRES; FRANKIE TORRES; NICOLE CARMICHAEL; MARK'S VAZQUEZ; THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ASSOCIATION OF POINCIANA VILLAGES, INC.; UNKNOWN TENANT 1, Defendants.

TO: THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST CELESTE R. TORRES, DECEASED
Whose Residences are: Unknown
YOU ARE HEREBY NOTIFIED that an action to foreclose a mortgage on the following property in Polk County, Florida:
LOT 14, BLOCK 1601, VILLAGE 3, NEIGHBORHOOD 2, POINCIANA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGES 12 THROUGH 20, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

has been filed against you and you are required to serve a copy of your written defenses, if any, to it on Jeffrey C. Hakanson, Esquire, of McIntyre Thanaides Bringseld Elliott Grimaldi Guito & Mathews, P.A., 1228 E 7th Ave, Suite 100, Tampa, FL 33605, within thirty (30) days of the date of the first publication of this notice, and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.
Default Date: August 19, 2024
NOTE: THIS COMMUNICATION, FROM A DEBT COLLECTOR, IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
DATED this 12 day of July, 2024.
STACY M. BUTTERFIELD
CLERK OF CIRCUIT COURT
(SEAL) By: /s/ Assunta Nieves Deputy Clerk

302 Clearwater Ln., Kissimmee, FL 34759
has been filed against you and you are required to serve a copy of your written defenses, if any, to it on Jeffrey C. Hakanson, Esquire, of McIntyre Thanaides Bringseld Elliott Grimaldi Guito & Mathews, P.A., 1228 E 7th Ave, Suite 100, Tampa, FL 33605, within thirty (30) days of the date of the first publication of this notice, and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.
Default Date: August 19, 2024
NOTE: THIS COMMUNICATION, FROM A DEBT COLLECTOR, IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
DATED this 12 day of July, 2024.
STACY M. BUTTERFIELD
CLERK OF CIRCUIT COURT
(SEAL) By: /s/ Assunta Nieves Deputy Clerk

Jeffrey C. Hakanson, Esq.
McIntyreThanaides
1228 E 7th Ave,
Suite 100
Tampa, FL 33605
813-223-0000
July 26, August 2, 2024 24-01080K

FIRST INSERTION

Notice To Creditors IN THE CIRCUIT COURT FOR POLK COUNTY, FLORIDA
PROBATE DIVISION
File No. 24CP-2214
IN RE: ESTATE OF
ROBERT LEE NEWBERRY
Deceased.

The administration of the estate of Robert Lee Newberry, deceased, whose date of death was May 1, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 255 N Broadway Ave, Bartow, Florida 33830. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is: July 26, 2024.

Personal Representative:
Robert Lee Newberry, Jr.
4203 Country Club Rd S
Winter Haven, Florida 33881
Attorney for Personal Representative:
Carl A. Feddeler, IV
Florida Bar No. 1022506
Oram Law, PLLC
308 Ave G SW Suite 208
Winter Haven, Florida 33880
Telephone: (863) 259-4743
E-mail Addresses: chaz@oramlaw, andrew@oramlaw
July 26, August 2, 2024 24-01058K

FIRST INSERTION

NOTICE TO CREDITORS IN THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA
CASE NO. 24CP-2297
IN RE ESTATE OF
ROBERT ALBERT BERESFORD,
Deceased

The administration of the Estate of ROBERT ALBERT BERESFORD, deceased, whose date of death was June 9, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 255 N. Broadway Avenue, Bartow, Florida 33830. The names and addresses of the Personal Representative and the Personal Representative's attorney are set forth below. The fiduciary lawyer-client privilege in Section 90.5021 applies with respect to the Personal Representative and any attorney employed by the Personal Representative.

The Personal Representative or Curator has no duty to discover whether any property held at the time of the Decedent's death by the Decedent or the Decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in Sec. 732.216-732.225 applies, or may apply, unless a written demand is made by the surviving spouse or a beneficiary as specified under Sec. 732.221.

All creditors of the Decedent and other persons having claims or demands against Decedent's estate, including unmaturing, contingent, or unliquidated claims, on whom a copy of this Notice

mands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is: July 26, 2024.

Personal Representative:
Robert Lee Newberry, Jr.
4203 Country Club Rd S
Winter Haven, Florida 33881
Attorney for Personal Representative:
Carl A. Feddeler, IV
Florida Bar No. 1022506
Oram Law, PLLC
308 Ave G SW Suite 208
Winter Haven, Florida 33880
Telephone: (863) 259-4743
E-mail Addresses: chaz@oramlaw, andrew@oramlaw
July 26, August 2, 2024 24-01058K

is served must file their claims with this Court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the Decedent and other persons having claims or demands against decedent's estate, including unmaturing, contingent, or unliquidated claims, must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
Publication of this Notice first occurred on July 26, 2024.

ALICE BENNETT
Personal Representative
ROBERT T. MAGILL, ESQUIRE
Florida Bar #64371
MAGILL LAW OFFICES
Post Office Box 922
Orlando, Florida 32802
Telephone: (407) 614-4509
Email: robert@magill-law.com
Attorney for Personal Representative
July 26, August 2, 2024 24-01056K

--- PUBLIC SALES ---

FIRST INSERTION

LAKESIDE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Lakeside Preserve Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: August 21, 2024
TIME: 11:30 a.m.
LOCATION: Heritage Baptist Church
4202 Pipkin Creek Road
Lakeland, Florida 33811

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025"). The second public hearing is being held pursuant to Chapters 170, 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statute, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefited from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Lot Type*	Total # of Units	ERU Factor	Current Annual O&M Assessment	Proposed Annual O&M Assessment (October 1, 2024 - September 30, 2025)**	Change in Annual Dollar Amount
Phase 1 - platted	135	1.0	\$724.81	\$996.81	\$272
Phase 2 - platted	291	1.0	\$316.31	\$996.81	\$680.50
Phase 3 - unplatted	7	0.5	\$316.13	\$498.41	\$182.28

he proposed O&M Assessments as stated include collection costs and (or early payment discounts, which Polk County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District that are due to be collected for Fiscal Year 2025.

For Fiscal Year 2025, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefited property by sending out a bill prior to, or during, November 2024. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Lakeside Preserve Community Development District ("District") prior to June 15, 2024, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKESIDE PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as Exhibit A is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 21, 2024
TIME: 11:30 a.m.
LOCATION: Heritage Baptist Church
4202 Pipkin Creek Road
Lakeland, FL 33811

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Lakeland and Polk County at least 60 days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF MAY 2024.

ATTEST:

DEVELOPMENT DISTRICT

s/ J. Gaarlant

Secretary

July 26; August 2, 2024

LAKESIDE PRESERVE COMMUNITY

By: /s/ L. Saunders

Its: Chairperson

24-0106SK

FIRST INSERTION

Notice of Public Hearing and Board of Supervisors Meeting of the Leomas Landing Community Development District

The Board of Supervisors (the "Board") of the Leomas Landing Community Development District (the "District") will hold a public hearing and a meeting on August 19, 2024, at 12:00 p.m. at the Holiday Inn Express North 1-4 located at 4500 Lakeland Park Drive, Lakeland, Florida 33809.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2024-2025 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "O&M Assessments").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting www.leomascd.org, or may be obtained by contacting the District Manager's office via email at Larry@breezehome.com or via phone at 813-565-4663.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

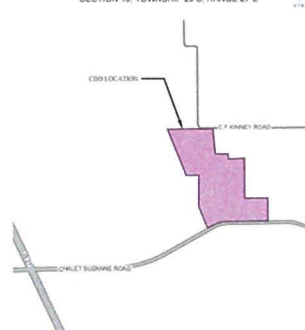
Lot Width	Lots	ERU	Net Assmt/ Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
40'-45'	131	0.80	\$1,405	\$184,045	\$1,494.60	\$195,793
50'-55'	137	1.00	\$1,736	\$236,933	\$1,868.25	\$255,950
TOTAL	268			\$424,638		\$451,743

The O&M Assessments (in addition to debt assessments, if any) will appear on the November 2024 Polk County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

VICINITY MAP

SECTION 15, TOWNSHIP 29 S, RANGE 27 E



The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 2 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Larry Krause
District Manager
4888-0434-3235, v.1
July 26, 2024

24-01077K

--- SALES ---

FIRST INSERTION

NOTICE OF SALE
IN THE CIRCUIT COURT OF
THE TENTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR
POLK COUNTY
CIVIL DIVISION
Case No.
2023CA004229000000

MORTGAGE LENDERS
INVESTMENT TRADING
CORPORATION, D/B/A RP
FUNDING FORMERLY KNOWN
AS R P FUNDING, INC.

Plaintiff, vs.

UNKNOWN HEIRS, DEVISEES,
GRANTEES, ASSIGNEES,
LIENORS, CREDITORS,
TRUSTEES OF KATHRYN
BONANNO, DECEASED; DAWN
HEBEIN, AS KNOWN HEIR
OF KATHRYN BONANNO,
DECEASED; KATHRYN
KRONCHER, AS KNOWN HEIR
OF KATHRYN BONANNO,
DECEASED; CHRISTINA KHAN,
AS KNOWN HEIR OF KATHRYN
BONANNO, DECEASED; VALERIE
NORTON, AS KNOWN HEIR
OF KATHRYN BONANNO,
DECEASED; SALVATORE
BONANNO, JR., AS KNOWN
HEIR OF KATHRYN BONANNO,
DECEASED, UNKNOWN SPOUSE
OF DAWN HEBEIN; UNKNOWN
SPOUSE OF KATHRYN

KRONCHER; UNKNOWN
SPOUSE OF CHRISTINA KHAN;
UNKNOWN SPOUSE OF VALERIE
NORTON; UNKNOWN SPOUSE
OF SALVATORE BONANNO, JR.,
AND UNKNOWN TENANTS/
OWNERS,
Defendants.

Notice is hereby given, pursuant to Final Judgment of Foreclosure for Plaintiff entered in this cause on July 11, 2024, in the Circuit Court of Polk County, Florida, Stacy M. Butterfield, Clerk of the Circuit Court, will sell the property situated in Polk County, Florida described as:

LOT 5 OF UNRECORDED JUNIPER SUBDIVISION, MORE PARTICULARLY DESCRIBED AS: THE SOUTH 90 FEET OF THE NORTH 1292.22 FEET OF THE EAST 320 FEET OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LESS THE EAST 30 FEET FOR THE ROAD RIGHT OF WAY.

and commonly known as: 6345 HATCHER RD, LAKELAND, FL 33811; including the building, appurtenances, and fixtures located therein, at public sale at 10:00 A.M., on-line at www.polkrealforeclose.com on September 27, 2024 to the highest bidder for cash after

giving notice as required by Section 45.031 F.S.

Any persons claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim before the clerk reports the surplus as unclaimed.

AMERICANS WITH DISABILITY ACT

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Dated July 19, 2024

/s/ William Noriega

William Noriega

Attorney for Plaintiff

Invoice to:

Kass Shuler, P.A.

1505 N. Florida Ave.

Tampa, FL 33602-2613

ForeclosureService@kasslaw.com

327186/2218144/will

July 26; August 2, 2024

24-01068K

--- ESTATE ---

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT
IN AND FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION
CASE NUMBER: 2022-CP-004533
IN RE: ESTATE OF
WALTER CORY BODWIN
Deceased.

The administration of the Estate of Walter Cory Bodwin, whose date of death was December 6, 2022, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is Probate CC-4, P.O. Box 9000, Bartow, FL 33831-9000. The names and address of the personal representative and personal representative's attorney are set forth below.

ALL INTERESTED PERSONS ARE NOTIFIED THAT:

All persons on whom this notice is served who have objections that chal-

lenge the validity of the will, the qualifications of the personal representative, venue, or jurisdiction of this Court are required to file their objections with this Court WITHIN THE LATER OF THREE MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All creditors of the decedent and other persons having claims or demands against the decedent's estate on whom a copy of this notice is served within three months after the date of the first publication of this notice must file their claims with this Court WITHIN THE LATER OF THREE MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR THREE MONTHS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent

and persons having claims or demands against the decedent's estate must file their claims with the Court WITHIN THREE MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS DEMANDS AND OBJECTIONS NOT SO FILED WILL BE FOREVER BARRED.

The date of the first publication of this notice is July 26, 2024.

Persons giving Notice:

SYLVIA MARTINEZ,

Personal Representative

c/o 2033 Main Street, Suite 404

Sarasota, Florida 34237

C. Ted French, Esq.

Attorney for Personal Representative

Florida Bar No. 123400

2033 Main Street, Suite 404

Sarasota, Florida 34237

(941) 955-0908 - phone

ted@tedfrench.org

July 26; August 2, 2024

24-01071K

--- ESTATE ---

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION

CASE NO.:
53-2024-CP-00185-0000-XX
IN RE: ESTATE OF
DOLORES AUDREY POIRIER
RUSTICUS, a/k/a DOLORES A.
POIRIER-RUSTICUS, a/k/a
DOLORES POIRIER RUSTICUS,
a/k/a DOLORES A. POIRIER,
a/k/a DOLORES AUDREY
POIRIER, a/k/a DELORES
POIRIER, a/k/a DOLORES
POIRIER RUSTICU
Deceased

The administration of the estate of DOLORES AUDREY POIRIER RUSTICUS, a/k/a DOLORES A. POIRIER-RUSTICUS, a/k/a DOLORES POIRIER RUSTICUS, a/k/a DOLORES A. POIRIER, a/k/a DOLORES AUDREY POIRIER, a/k/a DELORES POIRIER, a/k/a DOLORES POIRIER RUSTICU, deceased, whose date of death was January 14, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is PO box 9000, Bartow, Florida 33830. The names and addresses of the Personal Representative and the Personal Representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NO-

TICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in sections 732.216-732.228, Florida Statutes, applies, or may apply, unless a written demand is made by a creditor as specified under section 732.221, Florida Statutes.

The date of first publication of this notice is July 26, 2024.
John Robert LaFleur,
Personal Representative
33 Noblehurst Ave.
Pittsfield, MA 01201
/s/ Christina Green Rankin, Esquire
FLA BAR 0651621
Attorney for Personal Representative
1010 Drew Street
Clearwater, Florida 33755
(727) 441-8813
Email: cgranakin@greenlawoffices.net
July 26; August 2, 2024 24-01094XK

FIRST INSERTION

NOTICE OF SALE
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN
AND FOR POLK COUNTY,
FLORIDA

CASE NO.: 2023-CA-006489
MIDFLORIDA CREDIT UNION,
Plaintiff, v.
MONICA JOHNSON A/K/A MONICA
JOHNSON; UNKNOWN SPOUSE
OF MONICA JOHNSON A/K/A
MONICA JOHNSON; JAMES G.
WILCOX; UNKNOWN SPOUSE
OF JAMES G. WILCOX; THE
RESERVE PROPERTY OWNERS'
ASSOCIATION, INC.; MY REALTY
PBC, LLC; STATE OF FLORIDA;
POLK COUNTY, A POLITICAL
SUBDIVISION OF THE STATE
OF FLORIDA; TENANT #1;
TENANT #2; AND ANY AND ALL
UNKNOWN PARTIES CLAIMING
BY, THROUGH, AND UNDER,
AND AGAINST THE HEREIN-
NAMED DEFENDANTS WHO
ARE NOT KNOWN TO BE DEAD
OR ALIVE, WHETHER SAID
UNKNOWN PARTIES MAY CLAIM
AN INTEREST AS SPOUSES,
HEIRS, DEVISEES, GRANTEES,
OR OTHER CLAIMANTS,
Defendants.

NOTICE IS HEREBY GIVEN that pursuant to a Final Judgment of Foreclosure entered on May 22, 2024, in this case in the Circuit Court of Polk County, Florida, the real property described as:

Lots 17 and 18, of OAK HAMMOCK ESTATES, PLEASE FOUR, according to the Map or Plat thereof, as recorded in Plat Book 101, Page 50, of the Public Records of Polk County, Florida.

TOGETHER with that certain 1999 Merit Bay Doublewide Mobile Home I.D. No. FL-

HML3B121321444A and FL-HML3B121321444B, Title No. 77338934 and 77338933.

Parcel ID Number: 23-29-31-142220-000170
Property Address: 4813 Myrtle View Drive N, Mulberry, Florida 33860

will be sold at public sale, to the highest and best bidder for cash, on-line at www.polk.realforeclose.com, on September 3, 2024, at 10:00 a.m.

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens, must file a claim within sixty (60) days after the sale.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4586, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call TDD.

DATE: July 23, 2024
Gregory A. Sanoba, Esquire
Florida Bar No. 955930
Email: greg@sanoba.com
Jose A. Movera II, Esquire
Florida Bar No. 109595
Email: joe@sanoba.com

THE SANOBA LAW FIRM
422 South Florida Avenue
Lakeland, Florida 33801
Phone: (863) 683-5353
Fax: (863) 683-2237
Attorneys for Plaintiff

July 26; August 2, 2024 24-01085XK

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN
AND FOR POLK COUNTY, FLORIDA

File No.
53-2024-CP-001085-0000-XX
PROBATE DIVISION
IN RE: ESTATE OF
PEGGY M. STEVENS,
Deceased.

The administration of the estate of PEGGY M. STEVENS, deceased, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 255 N. Broadway Avenue, Bartow, Florida 33830. The file number for the estate is 53-2024-CP-001085-0000-XX.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF THREE MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH

IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in sections 732.216-732.228, applies, or may apply, unless a written demand is made by a creditor as specified under section 732.221.

The date of first publication of this notice is July 26, 2024.

Personal Representatives:
Shannah M. Butcher
P.O. Box 1246
Polk City, FL 33968
Attorney for Personal Representatives:
Mark E. Clements
Attorney for Personal Representatives
Florida Bar Number: 276774
Elder Law Firm of
Clements & Wallace, P.L.
210 E Main St.
Lakeland, FL 33801
Ph: (863) 687-2287
Email: mclements@mclements.com
2nd Eml:
jwvolf@mclements.com
July 26; August 2, 2024 24-01090XK

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT
IN AND FOR
POLK COUNTY, FLORIDA

File Number: 24CP-001228
Probate Division
IN RE: ESTATE OF
JOHN ALAN ELLIS
Deceased.

The estate of John Alan Ellis, deceased, File Number 24CP-001228, is pending in the Circuit Court for Polk County, Florida, 255 N. Broadway Ave., Bartow, Florida 33830. The names and addresses of the personal representative and the personal representative's attorney are set forth below. The date of first publication of this notice is July 26, 2024.

All creditors and those having claims or demands against decedent's estate, including unmaturred, contingent or unliquidated claims, upon whom a copy of this notice has been served are required to file their claims with the above named court within the later of 3 months after the date of the first publication of this notice or 30 days after the date of service of a copy of this notice on them.

All other creditors having claims or demands against decedent's estate, including unmaturred, contingent or unliquidated claims, are required to file their claims with the above-named court within 3 months after the date of

the first publication of this notice.
ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

A personal representative has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in ss. 732.216-732.228, applies, or may apply, unless a written demand is made by a creditor as specified under ss. 732.221.

Personal Representative
/s/ Steven S. Warner
Steven S. Warner
2005 West Lake Hamilton Drive
Winter Haven, FL 33881
/s/ Krista Mahalak
Krista Mahalak
Florida Bar No. 78231
Attorneys for Petitioner
Peterson & Myers, P.A.
P.O. Box 766
Winter Haven, FL 33883
Telephone (863) 294-3360
kmahalak@petersonmyers.com
duhuges@petersonmyers.com
Attorneys for Personal Representative
July 26; August 2, 2024 24-01091XK

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION

File No.
53-2024-CP-002277-0000-XX
Division 14
IN RE: ESTATE OF
GARY W. LEIS
Deceased.

The administration of the estate of Gary W. Leis, deceased, whose date of death was January 1, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is PO Box 9000, Drawer CC-4, Bartow, Florida 33831. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent

and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is July 26, 2024.

Personal Representative:
Jennifer L. Brown
185 Lake Tennessee Drive
Aulander, Florida 33522
Attorney for Personal Representative:
L. Caleb Wilson
Attorney
Florida Bar Number: 783626
Craig A. Mundy, P.A.
927 S. US Highway 90
Lakeland, Florida 33813
Telephone: (863) 647-3778
Fax: (863) 647-4580
E-Mail: caleb@mundylaw.com
July 26; August 2, 2024 24-01082XK

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY,
FLORIDA
PROBATE DIVISION

File No. 2024-CP-2227
Division Probate
IN RE: ESTATE OF
CARLTON WYNGROVE MOSELEY
a/k/a CARLTON W. MOSELEY
Deceased.

The administration of the Estate of Carlton Wyngrove Moseley, deceased, whose date of death was April 16, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 255 N. Broad-

way Ave., Bartow, Florida 33830. The names and addresses of the Personal Representative and the Personal Representative's attorney are set forth below.

All creditors of the Decedent and other persons having claims or demands against Decedent's Estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT
IN AND FOR
POLK COUNTY, FLORIDA

PROBATE DIVISION
CASE NUMBER: 2022-CP-02908
IN RE: ESTATE OF
LETHA JANE SMITH
Deceased.

The administration of the Estate of Letha Jane Smith, whose date of death was February 4, 2023, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is Probate CC-5, P.O. Box 9000, Bartow, FL 33831-9000. The names and address of the personal representative

and personal representative's attorney are set forth below.

ALL INTERESTED PERSONS ARE NOTIFIED THAT:

All persons on whom this notice is served who have objections that challenge the validity of the will, the qualifications of the personal representative, venue, or jurisdiction of this Court are required to file their objections with this court WITHIN THE LATER OF THREE MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All creditors of the decedent and other persons having claims or demands

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION

File No. 2024-CP001533
IN RE: ESTATE OF
DOUGLAS WELLSBAUM
Deceased.

The administration of the estate of Douglas Wellsbaum, deceased, whose date of death was April 5, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 550 W Main St, Tavares, FL 32778. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION

File No. 24-CP-001980
IN RE: ESTATE OF
PAUL DYCKZKOWSKI aka
PAUL W. DYCKZKOWSKI aka
PAUL WALTER DYCKZKOWSKI,
Deceased.

The administration of the estate of Paul Dyckzowski aka Paul W. Dyckzowski aka Paul Walter Dyckzowski, deceased, whose date of death was August 31, 2021, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 930 E. Parker Street, Lakeland, Florida 33801. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent

NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is July 26, 2024.

Personal Representative:
/s/ Terri Schiavello
(Apr 22, 2024:14:18 EDT)
Terri Schiavello
143 Black Bear Court
Oakland, Maryland 21550

Attorney for Personal Representative:
/s/ Desiree Sanchez
Desiree Sanchez, Attorney
Florida Bar Number: 10082
Ronda Robinson, Esquire
Florida Bar Number: 1045409
SANCHEZ LAW GROUP P.A.
605 E. Robinson Street,
Suite 650
Orlando, FL 32801
Telephone: (407) 500-4444
Fax: (407) 236-0444
E-Mail 1: desiree@sanchezlaw.com
E-Mail 2: ronda@sanchezlaw.com
E-Mail 3: maria@sanchezlaw.com
July 26; August 2, 2024 24-01092XK

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION

File No. 24-CP-001980
IN RE: ESTATE OF
PAUL DYCKZKOWSKI aka
PAUL W. DYCKZKOWSKI aka
PAUL WALTER DYCKZKOWSKI,
Deceased.

The administration of the estate of Paul Dyckzowski aka Paul W. Dyckzowski aka Paul Walter Dyckzowski, deceased, whose date of death was August 31, 2021, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 930 E. Parker Street, Lakeland, Florida 33801. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent

and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is July 26, 2024.

Personal Representative:
Amber Lynn Dyckzowski-Woelfel
47 Maple Avenue Apt. 2
Hamburg, New York 14075

Attorney for Personal Representative:
Jeffrey A. Herzog, Attorney
Florida Bar Number: 16089
LAW OFFICES OF JEFFREY A. HERZOG, P.A.
3105 Alternate US 19
Palm Harbor, Florida 34683
Telephone: (727) 789-4000
Fax: (727) 789-4002
E-Mail: service@jherzoglaw.com
Secondary E-Mail:
prohbad@jherzoglaw.com
July 26; August 2, 2024 24-01081XK

The date of first publication of this notice is July 26, 2024.

Personal Representative:
Cheryl Payne Moseley
195 Monterey Street
Poinciana, Florida 34759

Attorney for Personal Representative:
Andrew M. Berland, Esq.
E-mail Addresses:
andrew@berlandmoseleys.com,
michael@berlandmoseleys.com
Florida Bar No. 84030
Henderson Sachs, PA
8240 Exchange Drive Ste. C6
Orlando, Florida 32809
Telephone: (407) 850-2500
July 26; August 2, 2024 24-01086XK

FIRST INSERTION

NOTICE.
ALL CLAIMS NOT FILED WITHIN
THE TIME PERIODS SET FORTH
IN FLORIDA STATUTES
SECTION 733.702 WILL BE FOREVER
BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is July 26, 2024.

Personal Representative:
/s/ Hector Negron
(Hector Negron
June 21, 2024 15:36 EDT)
Hector V. Negron, Jr.

1018 SW Calmar Ave.

Port St. Lucie, Florida 34953
Attorney for Personal Representative:
/s/ Desiree Sanchez
Desiree Sanchez, Esq.
Florida Bar Number: 10082
Ronda Robinson
Florida Bar Number: 1045409
SANCHEZ LAW GROUP P.A.
605 E. Robinson Street,
Suite 650
Orlando, FL 32801
Telephone: (407) 500-4444
Fax: (407) 236-0444
E-Mail 1: desiree@sanchezlaw.com
E-Mail 2: ronda@sanchezlaw.com
E-Mail 3: maria@sanchezlaw.com
July 26; August 2, 2024 24-01093XK

--- ACTIONS / SALES ---

FIRST INSERTION

NOTICE OF SALE
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
CIVIL DIVISIONCase #: 2023CA000646000000
DIVISION: 8
U.S. BANK NATIONALAssociation, Not In Its Individual
Capacity But Solely As Owner
Trustee For RCAF Acquisition Trust
Plaintiff, vs.-
Unknown Heirs, Devisees, Grantees,
Assignees, Creditors, Lienors,
and Trustees of William Joseph Hutto
a/k/a William J. Hutto,
Deceased, and All Other Persons
Claiming by and Through, Under,
Against The Named Defendant(s):
(s): Diana M. Gray a/k/a Diana
M. Caul a/k/a Diana M. Hutto;
Anthony Michael Bennelfield a/k/a
Anthony M. Bennelfield a/k/a
Anthony Bennelfield; Christopher L.
Bennelfield; Edward M. Bennelfield
a/k/a Edward Bennelfield; Carl
Matthew Hutto a/k/a Carl M.
Hutto; Christine Anita Hutto a/k/a
Christine A. Hutto a/k/a Christine
Hutto a/k/a Christine H. Garcia;
Unknown Spouse of Diana M. Gray
a/k/a Diana M. Caul a/k/a Diana M.
Hutto; Unknown Spouse of Anthony
Michael Bennelfield a/k/a Anthony
M. Bennelfield a/k/a Anthony
Bennelfield; Unknown Spouse of
Christopher L. Bennelfield; Unknown
Spouse of Edward M. Bennelfield
a/k/a Edward Bennelfield; Unknown
Spouse of Carl Matthew Hutto a/k/a
Carl M. Hutto; Unknown Spouse of
Christine Anita Hutto a/k/a Christine
A. Hutto a/k/a Christine H. Garcia;
Unknown Parties in Possession
#1, if living, and all Unknown
Parties claiming by, through, under
and against the above named
Defendant(s); Unknown Parties
in Possession #2, if living, and
all Unknown Parties claiming by,
through, under and against the
above named Defendant(s)
Defendant(s).NOTICE IS HEREBY GIVEN pursuant
to order rescheduling foreclosure
sale or Final Judgment, entered in Civil
Case No. 532023CA000646000000 ofthe Circuit Court of the 10th Judicial
Circuit in and for Polk County, Florida,
wherein U.S. Bank Trust National As-
sociation, Not In Its Individual Ca-
pacity But Solely As Owner Trustee
For RCAF Acquisition Trust, Plaintiff
and Unknown Heirs, Devisees, Grantees,
Assignees, Creditors, Lienors,
and Trustees of William Joseph Hutto
a/k/a William J. Hutto, Deceased, and
All Other Persons Claiming by and
Through, Under, Against The Named
Defendant(s) are defendant(s). I, Clerk
of Court, Stacy M. Butterfield, will sell
to the highest and best bidder for cash
at www.polk.realforeclose.com at 10:00
A.M. on August 22, 2024, the following
described property as set forth in said
Final Judgment, to-wit:LOT 40, CROWN POINTE
PHASE 1, ACCORDING TO
THE PLAT THEREOF RE-
CORDED IN PLAT BOOK 85,
PAGES 30 AND 31, OF THE
PUBLIC RECORDS OF POLK
COUNTY, FLORIDA.
ANY PERSON CLAIMING AN INTER-
EST IN THE SURPLUS FROM THE
SALE, IF ANY, OTHER THAN
THE PROPERTY OWNER AS OF
THE DATE OF THE LIS PENDENS
MUST FILE A CLAIM NO LATER
THAN THE DATE THAT THE
CLERK REPORTS THE FUNDS AS
UNCLAIMED.If you are a person with a disability
who needs assistance in order to par-
ticipate in this proceeding,
you are entitled, at no cost to you,
to the provision of certain assistance.
Please contact the Office of the Court Ad-
ministrator, 255 N. Broadway Ave-
nue, Bartow, Florida 33830, (863)
534-4686, at least 7 days before your
scheduled court appearance, or im-
mediately upon receiving this notification
if the time before the scheduled
appearance is less than 7 days; if you
are hearing or voice impaired, call 711.
Submitted By:
ATTORNEY FOR PLAINTIFF:
LOGS LEGAL GROUP LLP
750 Park of Commerce Blvd., Suite 130
Boca Raton, Florida 33487
(561) 998-6700
(561) 998-6707
23-273737 FCOI SLE
Case No. 532023CA000646000000 of

FIRST INSERTION

CLERK'S NOTICE OF SALE
UNDER F.S. CHAPTER 45
IN THE CIRCUIT COURT OF
THE TENTH JUDICIAL CIRCUIT,
IN AND FOR POLK COUNTY,
FLORIDACase No. 2022-CA-001424
Honorable Judge: MASTERS
PLANET HOME LENDING, LLC
Plaintiff, vs.
KENNETH ANTHONY; FELICIA
ANTHONY; LONNIE B. ANTHONY,
SR.; UNKNOWN SPOUSE
OF LONNIE B. ANTHONY,
SR.; SUNSET RIDGE HOA,
INC.; TIDEWATER FINANCE
COMPANY; HAINES CITY HMA
LLC DBA HEART OF FLORIDA
REGIONAL MEDICAL CENTER;
SECRETARY OF HOUSING
AND URBAN DEVELOPMENT;
UNITED STATES OF AMERICA;
UNKNOWN TENANT OCCUPANT
#1; UNKNOWN TENANT
OCCUPANT #2
Defendants.NOTICE IS GIVEN that, in accordance
with the Order dated July 17, 2024,
in the above-styled cause, Stacy M.
Butterfield, Clerk of Court for Polk
County, will sell to the highest and best
bidder for cash online at www.polk.
realforeclose.com, bidding begins at 10
a.m. Eastern Time on September 16,
2024 the following described property:
LOT 146, OF SUNSET RIDGE
PHASE 2, ACCORDING TO
THE PLAT THEREOF AS RE-
CORDED IN PLAT BOOK 126,
PAGE(S) 36, OF THE PUBLIC
RECORDS OF POLK COUNTY,
FLORIDA
PARCEL ID: 27-26-18-704454-
001460.Commonly Known as: 147 Sun-
set View Dr., Davenport, FL
33837
ANY PERSON CLAIMING AN INTER-
EST IN THE SURPLUS FROM THE
SALE, IF ANY, OTHER
THAN THE PROPERTY OWNER
AS OF THE DATE OF THE LIS
PENDENS MUST FILE A CLAIM
BEFORE THE CLERK REPORTS
THE SURPLUS AS UNCLAIMED.
THE COURT, IN ITS DISCRE-
TION, MAY ENLARGE THE TIME
OF THE SALE. NOTICE OF
THE CHANGED TIME OF SALE
SHALL BE PUBLISHED AS PRO-
VIDED HEREIN.If you are a person with a disability
who needs assistance in order to par-
ticipate in this proceeding,
you are entitled, at no cost to you,
to the provision of certain assistance.
Please contact the Office of the Court Ad-
ministrator, 255 N. Broadway Avenue,
Bartow, Florida 33830, (863) 534-4686,
at least 7 days before your scheduled
court appearance, or immediately upon
receiving this notification if the time
before the scheduled appearance is less
than 7 days; if you are hearing or voice
impaired, call 711.Respectfully submitted this July 23,
2024
/s/ Matthew T. Wasinger
Matthew T. Wasinger, Esquire
Wasinger Law Office
605 E. Robinson, Suite 730
Orlando, FL 32801
(407) 308-0991
Fla. Bar No.: 0057873
Attorney for Plaintiff
Service:
mattw@wasingerlawoffice.com
July 26; August 2, 2024 24-01085K

FIRST INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
PROBATE DIVISIONCase No.: 2024CP019250000XX
IN RE: ESTATE OF JAMES H.
SEYMOUR,
Deceased.The administration of the estate
of JAMES H. SEYMOUR, deceased,
whose date of death was April 2nd,
2024, is pending in the Circuit Court
for Polk County, Florida, Probate Divi-
sion, the address of which is Post Office
Box 9000, Drawer CC-A, Bartow, FL
33831. The names and addresses of the
personal representative and the personal
representative's attorney are set forth
below.All creditors of the Decedent and other
persons having claims or de-
mands against Decedent's estate must
file their claims with this Court WITHIN
3 MONTHS AFTER THE DATE OF
THIS NOTICE OR 30 DAYS AFTER
THE DATE OF SERVICE OF A
COPY OF THIS NOTICE ON THEM.

All other creditors of the Decedent

and other persons having claims or de-
mands against Decedent's estate must
file their claims with this Court WITHIN
3 MONTHS AFTER THE DATE OF
THIS NOTICE OR 30 DAYS AFTER
THE DATE OF SERVICE OF THIS
NOTICE.ALL CLAIMS NOT FILED WITHIN
THE TIME PERIODS SET FORTH IN
SECTION 733.702 OF THE FLORIDA
PROBATE CODE WILL BE FOREVER
BARRED.NOTWITHSTANDING THE TIME
PERIODS SET FORTH ABOVE, ANY
CLAIM FILED TWO (2) YEARS OR
MORE AFTER THE DECEDENT'S
DATE OF DEATH IS BARRED.
The date of first publication of this
notice: July 26, 2024Personal Representative
MARY JANE SEYMOUR
14930 Commonwealth Ave N
Boca Raton, FL 33487
Attorney for Personal Representative
JULIE LANDRIGAN BALL,
ESQUIRE
Florida Bar No.: 0765731
Post Office Box 3604
Lakeland, Florida 33802-3604
Telephone: 863-688-5200
Facsimile: 863-686-0777
Primary Email:
service@hardinpalaw.com
July 26; August 2, 2024 24-01095K

FIRST INSERTION

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE
10TH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY,
FLORIDACIVIL DIVISION:
CASE NO.:
2024CA-00068-0000-00VILLAGE CAPITAL &
INVESTMENT LLC,
Plaintiff, vs.
ADRIAN BRANGADO PEREYRA
A/K/A ADRIAN M. BRANGADO;
HIGHLAND MEADOWS #3
HOMEOWNERS ASSOCIATION,
INC.; NATALIE BRANGADO;
UNKNOWN TENANT IN
POSSESSION OF THE SUBJECT
PROPERTY,
Defendants.NOTICE IS HEREBY GIVEN pursuant
to an Order or Final Judgment entered
in the above styled cause now pending
in said court and as required by Florida
Statute 45.03(2), STACY M. BUT-
TERFIELD, CPA as the Clerk of the
Circuit Court shall sell to the highest
and best bidder for cash electronically
at www.polk.realforeclose.com at 10:00
AM on the 15 day of August, 2024,
the following described property as set
forth in said Final Judgment, to-wit:
LOT 194, OF HIGHLAND
MEADOWS PHASE III, AC-
CORDING TO THE PLAT
THEREOF, AS RECORDED IN
PLAT BOOK 160, PAGE 25, OF
THE PUBLIC RECORDS OF
POLK COUNTY, FLORIDA.PROPERTY ADDRESS: 2180
NIGHTHAWK DR. HAINES
CITY, FL 33844IF YOU ARE A PERSON CLAIMING
A RIGHT TO FUNDS REMAINING

FIRST INSERTION

NOTICE OF SALE
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
CIVIL DIVISIONCase #: 2019CA00576000000
DIVISION: 8Wilmington Savings Fund Society,
FSB, as Trustee of Stanwich
Mortgage Loan Trust I
Plaintiff, vs.-The Unknown Heirs, Devisees,
Grantees, Assignees, Lienors,
Creditors, Trustees, Or Other
Claimants Claiming By, Through,
Under, Or Against, Eunice Seay,
Deceased; United Wholesale
Mortgage; Angela Denise Hall
a/k/a Angela Hall; Jerome Decosse;
Cedric Perry; Gerald Perry a/k/a
Gerald B. Perry, Jr.; Unknown Spouse
of Angela Denise Hall a/k/a Angela
Hall; Unknown Spouse of Jerome
Decosse; Unknown Spouse of Cedric
Perry; Unknown Spouse of Gerald
Perry a/k/a Gerald B. Perry, Jr. a/k/a
Gerald Bernard Perry, Jr.; Kimberly
Bass; State of Florida, Department
of Revenue; Clerk of Circuit Court
of Polk County, Florida; State
of Florida; Unknown Party #1,
Unknown Party #2
Defendant(s).NOTICE IS HEREBY GIVEN pursuant
to order rescheduling foreclosure sale
or Final Judgment, entered in Civil Case
No. 2019CA00576000000 of the Cir-
cuit Court of the 10th Judicial Circuit
in and for Polk County, Florida, wherein
Wilmington Savings Fund Society, FSB,
as Trustee of Stanwich Mortgage Loan
Trust I, Plaintiff and Cedric Perry,
Unknown Heirs, Devisees, Grantees,
Lienors, Creditors, Trustees, Or Other
Claimants Claiming By, Through,
Under, Or Against, Eunice Seay, Deceased
and Defendant(s), I, Clerk of Court, Stacy
M. Butterfield, will sell to the highest
and best bidder for cash at www.polk.
realforeclose.com at 10:00 A.M. on August
16, 2024, the following described

FIRST INSERTION

NOTICE OF SALE
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT, IN
AND FOR POLK COUNTY, FLORIDA
CASE NO. 2019CA001279000000
PENNYMAC LOAN SERVICES,
LLC,
Plaintiff, vs.RONALD W PAUL, SCHARLENE J.
PAUL, SCHARLENE J. PAUL,
RONALD W. PAUL, ET AL;NOTICE IS GIVEN that, in accordance
with the Order Granting Plaintiff's
Motion to Reschedule Foreclosure
e dated July 11, 2024, in the above-
styled cause, I will sell to the highest
and best bidder for cash beginning
at 10:00 AM at http://www.polk.
realforeclose.com on August 16, 2024,
the following described property:
LOT 7, RIDDICKS CORNER,
ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN
PLAT BOOK 129, PAGES 8 AND
9, OF THE PUBLIC RECORDS
OF POLK COUNTY, FLORIDA.
Property Address: 512 RIDDICKS
CIR. WINTER HAVEN, FL 33884
Submitted By: Attorney For
ANY PERSON CLAIMING AN INTER-
EST IN THE SURPLUS FROM THE
SALE, IF ANY, OTHER THAN
THE PROPERTY OWNER AS OF
THE DATE OF THE LIS PENDENSAFTER THE SALE, YOU MUST
FILE A CLAIM WITH THE CLERK
NO LATER THAN THE DATE
THAT THE CLERK REPORTS THE
FUNDS AS UNCLAIMED. IF YOU
FAIL TO FILE A CLAIM, YOU
WILL NOT BE ENTITLED TO ANY
REMAINING FUNDS. AFTER THE
FUNDS ARE REPORTED AS UN-
CLAIMED, ONLY THE OWNER OF
RECORD AS OF THE DATE OF
THE LIS PENDENS MAY CLAIM
THE SURPLUS.If you are a person with a disability
who needs assistance in order to par-
ticipate in a program or service of the
State Courts System, you should contact
the Office of the Court Administrator at
(863) 534-4686 (voice), (863) 534-7777
(TDD) or (800) 955-8770 (Florida Re-
lay Service), as much in advance of your
court appearance or visit to the court-
house as possible. Please be prepared
to explain your functional limitations
and suggest an auxiliary aid or service
that you believe will enable you to effec-
tively participate in the court program
or service.Dated this 19 day of July 2024.
By: /s/ Lindsay Maisonet
Lindsay Maisonet, Esq.
Bar Number: 93156
Submitted by:
De Cubas & Lewis, P.A.
PO Box 5026
Fort Lauderdale, FL 33310
Telephone: (954) 453-0365
Facsimile: (954) 771-6052
Toll Free: 1-800-441-2438
DESIGNATED PRIMARY E-MAIL
FOR SERVICE PURSUANT TO FLA.
R.J.U.D. ADMIN 2.516
eservice@decubaslaw.com
July 26; August 2, 2024 24-01051K

FIRST INSERTION

property as set forth in said Final Judg-
ment, to-wit:LOT 25 OF LAKE PIERCE
RANCHETTES, ACCORD-
ING TO THE MAP OR PLAT
THEREOF AS RECORDED IN
PLAT BOOK 71, AT PAGE 19,
OF THE PUBLIC RECORDS
OF POLK COUNTY, FLORIDA.
TOGETHER WITH A MOBILE
HOME LOCATED THEREON
AS A PERMANENT FIX-
TURE AND APPURTENANCE
THEREOF, DESCRIBED AS
A 2004 SKYLINE MOBILE
HOME BEARING TITLE
NUMBERS: 92476169 AND
92476351; VIN NUMBERS:
209250503A AND 209250503B
ANY PERSON CLAIMING AN INTER-
EST IN THE SURPLUS FROM
THE SALE, IF ANY, OTHER THAN
THE PROPERTY OWNER AS OF
THE DATE OF THE LIS PENDENS
MUST FILE A CLAIM NO LATER
THAN THE DATE THAT THE
CLERK REPORTS THE FUNDS AS
UNCLAIMED.If you are a person with a disability
who needs assistance in order to par-
ticipate in this proceeding, you
are entitled, at no cost to you,
to the provision of certain assistance.
Please contact the Office of the Court Ad-
ministrator, 255 N. Broadway Ave-
nue, Bartow, Florida 33830, (863)
534-4686, at least 7 days before your
scheduled court appearance, or im-
mediately upon receiving this notification
if the time before the scheduled ap-
pearance is less than 7 days; if you
are hearing or voice impaired, call
711.Submitted By: ATTORNEY FOR
PLAINTIFF:
LOGS LEGAL GROUP LLP
750 Park of Commerce Blvd., Suite 130
Boca Raton, Florida 33487
(561) 998-6700
(561) 998-6707
23-252062 FCOI CGG
July 26; August 2, 2024 24-01075K

FIRST INSERTION

MUST FILE A CLAIM BEFORE THE
CLERK REPORTS THE SURPLUS
AS UNCLAIMED. THE COURT, IN
ITS DISCRETION, MAY ENLARGE
THE TIME OF THE SALE. NOTICE
OF THE CHANGED TIME OF SALE
SHALL BE PUBLISHED AS PROVI-
DED HEREIN.If you are a person with a disability
who needs assistance in order to par-
ticipate in this proceeding, you
are entitled, at no cost to you, to the
provision of certain assistance. Please
contact the Office of the Court Admini-
strator, 255 N. Broadway Avenue, Bar-
taw, Florida 33830, (863) 534-4686,
at least 7 days before your scheduled
court appearance, or immediately upon
receiving this notification if the time
before the scheduled appearance is less
than 7 days; if you are hearing or voice
impaired, call 711.
Attorney Arlas PRN: 93501
Attorney for Plaintiff
Marinacci Law Group, P.C.
Suite 1045
Fort Lauderdale, FL 33309
CIR. WINTER HAVEN, FL 33884
Fax: (954) 772-9601
Service/FLg mlg-defaultlaw.com
MLG No.: 19-01254
July 26; August 2, 2024 24-01076K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
CIVIL DIVISIONCASE NO. 2024CA001897000000
DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
FOR FEMIT TRUST 2006-FF4,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES
2006-FF4,
Plaintiff, vs.MARY ALFIERI; POINCIANA
VILLAGE MASTER ASSOCIATION,
INC.; POINCIANA VILLAGE
THREE ASSOCIATION, INC.;
ASSOCIATION OF POINCIANA
VILLAGES, INC.; TRINITY
FINANCIAL SERVICES, LLC;
UNKNOWN TENANT NO. 1;
UNKNOWN TENANT NO. 2;
AND ALL UNKNOWN PARTIES
CLAIMING INTERESTS BY,
THROUGH, UNDER OR AGAINST
ANAMED DEFENDANT(S).
THIS ACTION OR HAVING OR
CLAIMING TO HAVE ANY RIGHT,
TITLE OR INTEREST IN THE
PROPERTY HEREIN DESCRIBED,
Defendant(s).TO: MARY ALFIERI
Last Known Address
704 FISHER DR
KISSIMEE, FL 34759
Current Residence is Unknown
YOU ARE NOTIFIED that an action to
foreclose a mortgage on the follow-
ing described property in Polk County,
Florida:LOT 7, BLOCK 120, POINCI-
ANA, NEIGHBORHOOD 3,
VILLAGE 3, ACCORDING TO
THE PLAT THEREOF, AS RE-
CORDED IN PLAT BOOK 52,
AT PAGE 19 THROUGH 31,INCLUSIVE OF THE PUBLIC
RECORDS OF POLK. COUN-
TY, FLORIDA.has been filed against you and you
are required to serve a copy of your written
defenses, if any, to it on Diaz Anselmo
& Associates, P.A., Plaintiff's attorneys,
whose address is P.O. BOX 19519, Fort
Lauderdale, FL 33318, (954) 564-0071,
answers@dallgal.com, within 30 days
from first date of publication, and file
the original with the Clerk of this Court
either before service on Plaintiff's at-
torneys or immediately thereafter; oth-
erwise a default will be entered against
you for the relief demanded in the com-
plaint or petition.If you are a person with a disability
who needs any accommodation in or-
der to participate in this proceeding,
you are entitled, at no cost to you,
to the provision of certain assistance.
Please contact the Office of the Court
Administrator, 255 N. Broadway Av-
enue, Bartow, Florida 33830, (863)
534-4686, at least 7 days before your
scheduled court appearance, or im-
mediately upon receiving this notification
if the time before the scheduled ap-
pearance is less than 7 days; if you
are hearing or voice impaired, call 711.

DATED on 7-23-24.

Stacy M. Butterfield
As Clerk of the Court
(SEAL) By: Ashley Saunders
Last Known AddressDiaz Anselmo & Associates, P.A.
Plaintiff's attorneys
P.O. BOX 19519
Fort Lauderdale, FL 33318
(954) 564-0071
answers@dallgal.com
1496-200852 /VP2
July 26; August 2, 2024 24-01089K

FIRST INSERTION

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE
10TH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY,
FLORIDACIVIL DIVISION:
CASE NO.:
2023CA-04291-0000-00PENNYMAC LOAN SERVICES,
LLC,
Plaintiff, vs.YOYANI CAMACHO; LAKES AT
L'ECERNE PARK HOMEOWNERS
ASSOCIATION, INC.; POLK
COUNTY FLORIDA CLERK OF
COURT; STATE OF FLORIDA;
MACAULAY FALU-BAE;
YAMARIS VEGA TORRES;
UNKNOWN TENANT IN
POSSESSION OF THE SUBJECT
PROPERTY,
Defendants.NOTICE IS HEREBY GIVEN pursuant
to an Order or Final Judgment entered
in the above styled cause now pending
in said court and as required by Florida
Statute 45.03(2), STACY M. BUT-
TERFIELD, CPA as the Clerk of the
Circuit Court shall sell to the highest
and best bidder for cash electronically
at www.polk.realforeclose.com at 10:00
AM on the 16 day of August, 2024,
the following described property as set
forth in said Final Judgment, to-wit:
LOT 15, AS SHOWN ON THE
PLAT ENTITLED "LAKES AT
L'ECERNE PARK PHASE 6",
RECORDED IN PLAT BOOK
176, PAGES 32-34, OF THE
PUBLIC RECORDS OF POLK
COUNTY, FLORIDA.PROPERTY ADDRESS: 1629
AMBAR COURT, WINTER HA-
VEN, FL 33881
IF YOU ARE A PERSON CLAIMINGA RIGHT TO FUNDS REMAINING
AFTER THE SALE, YOU MUST
FILE A CLAIM WITH THE CLERK
NO LATER THAN THE DATE
THAT THE CLERK REPORTS THE
FUNDS AS UNCLAIMED. IF YOU
FAIL TO FILE A CLAIM, YOU
WILL NOT BE ENTITLED TO ANY
REMAINING FUNDS. AFTER THE
FUNDS ARE REPORTED AS UN-
CLAIMED, ONLY THE OWNER OF
RECORD AS OF THE DATE OF
THE LIS PENDENS MAY CLAIM
THE SURPLUS.If you are a person with a disability
who needs assistance in order to par-
ticipate in a program or service of the
State Courts System, you should contact
the Office of the Court Administrator at
(863) 534-4686 (voice), (863) 534-7777
(TDD) or (800) 955-8770 (Florida Re-
lay Service), as much in advance of your
court appearance or visit to the court-
house as possible. Please be prepared
to explain your functional limitations
and suggest an auxiliary aid or service
that you believe will enable you to effec-
tively participate in the court program
or service.Dated this 19 day of July 2024.
By: /s/ Lindsay Maisonet
Lindsay Maisonet, Esq.
Bar Number: 93156
Submitted by:
De Cubas & Lewis, P.A.
PO Box 5026
Fort Lauderdale, FL 33310
Telephone: (954) 453-0365
Facsimile: (954) 771-6052
Toll Free: 1-800-441-2438
DESIGNATED PRIMARY E-MAIL
FOR SERVICE PURSUANT TO FLA.
R.J.U.D. ADMIN 2.516
eservice@decubaslaw.com
23-00010
July 26; August 2, 2024 24-01050K

FIRST INSERTION

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
GENERAL JURISDICTIONDIVISION
CASE NO. 2023CA005059000000
U.S. BANK NATIONAL
ASSOCIATION,
Plaintiff, vs.SHERYN KENYON, et al.
Defendant(s).NOTICE IS HEREBY GIVEN pursuant
to a Final Judgment of Foreclosure
dated February 28, 2024, and entered
in 2023CA005059000000 of the
Circuit Court in and for Polk County, Florida,
wherein U.S. BANK NATIONAL
ASSOCIATION is the Plaintiff
and SHERYN KENYON are the
Defendant(s). Stacy M. Butterfield
as the Clerk of the Circuit Court will sell to
the highest and best bidder for cash at
www.polk.realforeclose.com, at 10:00
AM, on August 15, 2024, the following
described property as set forth in said
Final Judgment, to-wit:LOT 20, TIMBER WOOD UNIT
THREE, ACCORDING TO THE
MAP OR PLAT THEREOF, AS
RECORDED IN PLAT BOOK
74, PAGE(S) 50, OF THE PUBLIC
RECORDS OF POLK
COUNTY, FLORIDA.Property Address: 3335 TIM-
BERLINE ROAD WEST, WIN-TER HAVEN, FL 33880
Any person claiming an interest in the
surplus from the sale, if any, other than
the property owner as of the date of the
lis pendens must file a claim in ac-
cordance with Florida Statutes, Section
45.031.If you are a person with a disability
who needs any accommodation in order
to participate in this proceeding, you
are entitled, at no cost to you, to the pro-
vision of certain assistance. Please con-
tact the Office of the Court Administra-
tor, 255 N. Broadway Avenue, Bartow,
Florida 33830, (863) 534-4686, at least
7 days before your scheduled court ap-
pearance, or immediately upon receiv-
ing this notification if the time before
the scheduled appearance is less than
7 days; if you are hearing or voice im-
paired, call 711.

Dated this 22 day of July 2024.

ROBERTSON, ANSCHUTZ,
SCHNEID, CRANE &
PARTNERS, PLLC
Attorney for Plaintiff
6499 Congress Ave.
Suite 100
Boca Raton, FL 33487
Telephone: 561-241-6901
Facsimile: 561-997-6909
Service Email: fmail@rnsll.com
By: /s/ Danielle Salem
Danielle Salem, Esquire
Florida Bar No. 0058248
Communication Email:
dsalem@rnsll.com
23-12802 - EuE
July 26; August 2, 2024 24-01084K

--- ACTIONS / SALES ---

FIRST INSERTION

NOTICE OF ACTION - MORTGAGE FORECLOSURE
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA
CIVIL DIVISION
Case No.: 2024-CA-001351
HHI-NTH, LLC,
Plaintiff, vs.
THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST CELESTE R. TORRES, DECEASED; CARLOS GARCIA; DONOVAN TORRES; NIKO TORRES; ISIAH TORRES; FRANKIE TORRES; NICOLE CARMICHAEL; MARKUS VAZQUEZ; THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ASSOCIATION OF POINCIANA VILLAGES, INC.; UNKNOWN TENANT 1,
Defendants.

TO: FRANKIE TORRES
Whose Residences are: Unknown
Whose Last Known Mailing Addresses are: 21 DARLENE DR., POUGHKEEPSIE, NY 12601
YOU ARE HEREBY NOTIFIED that an action to foreclose a mortgage on the following property in Polk County, Florida:
LOT 14, BLOCK 1601, VILLAGE 2, NEIGHBORHOOD 2, POINCIANA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGES 12 THROUGH 20, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

302 Clearwater Ln., Kissimmee, FL 34759

has been filed against you and you are required to serve a copy of your written defenses, if any, to it on Jeffrey C. Hakanson, Esquire, of McIntyre Thanasides Briggold Elliott Grimaldi Guito & Matthews, P.A., 1228 E 7th Ave, Suite 100, Tampa, FL 33605, within thirty (30) days of the date of the first publication of this notice, and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.

Default Date: August 19, 2024
NOTE: THIS COMMUNICATION, FROM A DEBT COLLECTOR, IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

DATED this 12 day of July, 2024.
STACY BUTTERFIELD
CLERK OF CIRCUIT COURT
(SEAL) BY: /s/ Assunção Nieves
Deputy Clerk

Jeffrey C. Hakanson, Esq.
McIntyreThanasides
1228 E 7th Ave,
Suite 100
Tampa, FL 33605
813-223-0000
July 26; August 2, 2024 24-01079K

FIRST INSERTION

NOTICE OF ACTION - MORTGAGE FORECLOSURE
IN THE CIRCUIT COURT FOR THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA
CIVIL DIVISION
Case No.: 24-CA-001324
HHI-NTH, LLC,
Plaintiff, vs.
THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST MATTIE L. MARTELL, DECEASED;
TERRELL GLEN TIMMERMAN; JESSICA TIMMERMAN; CITY OF LAKELAND; THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT; UNKNOWN TENANT 1,
Defendants.

TO: THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST MATTIE L. MARTELL, DECEASED
Whose Residences are: Unknown
Whose Last Known Mailing Addresses are: Unknown
YOU ARE HEREBY NOTIFIED that an action to foreclose a mortgage on the following property in Polk County, Florida:
THE NORTH 48.65 FEET OF LOTS 1, 2, 3, 4, 5, AND 6, BLOCK "B", MAP OF GROVE, A SUBDIVISION OF BLOCKS 58, 59, 64 AND 65 OF GILMORE ADDITION TO LAKELAND, FLORIDA, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE(S) 9, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

622 N. LAKE AVE., LAKELAND, FL 33801

has been filed against you and you are required to serve a copy of your written defenses, if any, to it on Jeffrey C. Hakanson, Esquire, of McIntyre Thanasides Briggold Elliott Grimaldi Guito & Matthews, P.A., 1228 E 7th Ave, Suite 100, Tampa, FL 33605, within thirty (30) days of the date of the first publication of this notice, and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.

Default Date: August 19, 2024
NOTE: THIS COMMUNICATION, FROM A DEBT COLLECTOR, IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

DATED this 12 day of July, 2024.
STACY BUTTERFIELD
CLERK OF CIRCUIT COURT
(SEAL) BY: /s/ Assunção Nieves
Deputy Clerk

Jeffrey C. Hakanson
McIntyreThanasides
1228 E 7th Ave, Suite 100
Tampa, FL 33605
813-223-0000
July 26; August 2, 2024 24-01078K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR POLK COUNTY
GENERAL JURISDICTION
DIVISION
CASE NO. 2024CA001481000000
MIDFIRST BANK,
Plaintiff, vs.
BARBARA STOKES, et al.,
Defendant.

TO: UNKNOWN TENANT IN POSSESSION 1, 916 29TH ST NW, WINTER HAVEN, FL 33881
UNKNOWN TENANT IN POSSESSION 2, 916 29TH ST NW, WINTER HAVEN, FL 33881
LAST KNOWN ADDRESS STATED, CURRENT RESIDENCE UNKNOWN
YOU ARE HEREBY NOTIFIED that an action to foreclose Mortgage covering the following real and personal property described as follows, to-wit: THE SOUTH 36 FEET OF LOT 152 AND THE NORTH 64 FEET OF LOT 153, WESTWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 14, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

has been filed against you and you are required to a copy of your written defenses, if any, to it on Lauren A. Bromfield, McCalla Raymer Leibert Pierce,

LLC, 225 East Robinson Street, Suite 155, Orlando, FL 32801 and the original with the Clerk of the above-styled Court on or before 8-21-24 or 30 days from the first publication, otherwise a Judgment may be entered against you for the relief demanded in the Complaint.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

WITNESS my hand and seal of said Court on the 15th day of July, 2024.

Say M. Butterfield
CLERK OF THE CIRCUIT COURT
As Clerk of the Court
(SEAL) BY: /s/ Ashley Saunders
Deputy Clerk

Lauren A. Bromfield,
McCalla Raymer Leibert Pierce, LLC
225 East Robinson Street,
Suite 155,
Orlando, FL 32801
24-09596FL
July 26; August 2, 2024 24-01073K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA
CASE NO. 2024CA002085000000
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC., ASSIT-BACKED PASS-THROUGH CERTIFICATES, SERIES 2003-IV6,
Plaintiff, vs.
JANICE COPELAND AKA JANICE LEVET COPELAND;
JANICE PETERSON AKA NISA PETERSON, ET AL.
Defendants.

TO the following Defendant(s): UNKNOWN HEIRS OF NISA JANIE PETERSON AKA NISA PETERSON (CURRENT RESIDENCE UNKNOWN)
Last Known Address: UNKNOWN
YOU ARE HEREBY NOTIFIED that an action for Foreclosure of Mortgage on the following described property:
LOT 31, IN BLOCK "A" OF VALENCIA HILLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, AT PAGE 24, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

A/K/A 1310 TEMPLE COURT, SUITE #110, HAINES CITY FL 33844
has been filed against you and you are required to serve a copy of your written defenses, if any, to J. Anthony Van Ness,

24-01069K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA
CASE NO. 24-CA-001443
CATHERINE L. CAMPBELL f/k/a CATHERINE LOU ANN HARRINGTON,
Plaintiff, v.
UNKNOWN HEIR OF MERLE E. GILL #1, UNKNOWN HEIR OF MERLE E. GILL #2, ALL OTHER UNKNOWN HEIRS OF MERLE E. GILL, #3, ALL OTHER UNKNOWN HEIRS OF MERLE E. GILL, #4, DEVON F. CERNIGA, AND RONNY N. CERNIGA,
Defendants.

TO: UNKNOWN HEIR OF MERLE E. GILL #1
1175 Lake Lowery Road
Haines City FL 33844

UNKNOWN HEIR OF MERLE E. GILL #2
1175 Lake Lowery Road
Haines City FL 33844

UNKNOWN HEIR OF MERLE E. GILL #3
1175 Lake Lowery Road
Haines City FL 33844

UNKNOWN HEIR OF MERLE E. GILL #4
1175 Lake Lowery Road
Haines City FL 33844

DEVON F. CERNIGA
1405 Barbary Lane
Bentonville AR 72712

YOU ARE NOTIFIED that an action for Quiet Title has been filed against you in relation to the following property in Polk County, Florida:
Lot 703 of WHISPERING PINES, further described as follows: The West 65 feet of the East 485 feet of the South 125 feet of the North 447 feet of the NE 1/4 of the NE 1/4 of the NW 1/4, a/k/a Tract #19 of an unrecorded Parcel ID #: 25-28-12-000000-031260

Property Address: 703 Whispering Pines Drive, Auburndale, FL 33823
and you are required to serve a copy of your written defenses, if any, to it on Felix G. Montaner, Esq., the Plaintiff's attorney, 2114 W. Columbus Dr., Tampa, FL 33607, on or before 8-25-24, or within thirty (30) days from the first publication of this Notice of Action, and file the original with the Clerk of this Court either before service on the plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint.

Date: 7-16-24
Stacy M. Butterfield, CPA
As Clerk of the Court
(SEAL) BY: Ashley Saunders
As Deputy Clerk

Felix G. Montaner, Esq.,
the Plaintiff's attorney,
2114 W. Columbus Dr.,
Tampa, FL 33607
July 26; August 2, 9, 16, 2024 24-01054K

FIRST INSERTION

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR POLK COUNTY
GENERAL JURISDICTION
DIVISION
CASE NO. 2019CA00437000000
GSMPS MORTGAGE LOAN TRUST 2006-RPI, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-RPI, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE,
Plaintiff, vs.
CHRISTOPHER D. COLEMAN AKA A/K/A COLEMAN AKA CHRISTOPHER COLEMAN, et al.,
Defendant.

NOTICE IS HEREBY GIVEN pursuant to an Amended Summary Final Judgment of Foreclosure entered May 10, 2024 in Civil Case No. 2019CA00437000000 of the Circuit Court of the TENTH JUDICIAL CIRCUIT in and for Polk County, Bartow, Florida, wherein GSMPS MORTGAGE LOAN TRUST 2006-RPI, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-RPI, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE is Plaintiff and Christopher D. Coleman a/k/a C. Coleman a/k/a Christopher Coleman, et al., are Defendants, the Clerk of Court, STACY BUTTERFIELD, CPA, will sell to the highest and best bidder for cash electronically at www.polk.realforeclose.com in accordance with Chapter 45, Florida Statutes on the 27th day of August, 2024 at

10:00 AM on the following described property as set forth in said Summary Final Judgment, to-wit:
Lot 24, Kings Pond Phase One, according to that certain plat as recorded in Plat Book 97, Pages 44 and 45, Public Records of Polk County, Florida.

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the sale, must file a claim before the clerk reports the surplus as unclaimed.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

By: /s/ Robyn Katz
Robyn Katz, Esq.
McNaymeyer Leibert Pierce, LLC
Attorney for Plaintiff
225 East Robinson Street,
Suite 155
Orlando, FL 32801
Phone: (407) 674-1850
Fax: (321) 248-0420
Email: MRSservice@mcclalla.com
Fla. Bar No: 146803
23-07706FL
July 26; August 2, 2024 24-01053K

Esq. at VAN NESS LAW FIRM, P.L.C. Attorney for the Plaintiff whose address is 1239 E. NEWPORT CENTER DRIVE, SUITE #110, DEERFIELD BEACH, FL 33442 on or before August 26, 2024 and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint. This notice is provided to Administrative Order No. 2065.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

WITNESS my hand and the seal of this Court this 18 day of July, 2024
Stacy M. Butterfield
CLERK OF CIRCUIT COURT
(SEAL) BY: /s/ Assunção Nieves
As Deputy Clerk

VAN NESS LAW FIRM, P.L.C., Attorney for the Plaintiff,
1239 E. NEWPORT CENTER DRIVE, SUITE #110, DEERFIELD BEACH, FL 33442
PHH19790-24/cam
July 26; August 2, 2024 24-01069K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA
CASE NO. 24-CA-001443
CATHERINE L. CAMPBELL f/k/a CATHERINE LOU ANN HARRINGTON,
Plaintiff, v.
UNKNOWN HEIR OF MERLE E. GILL #1, UNKNOWN HEIR OF MERLE E. GILL #2, ALL OTHER UNKNOWN HEIRS OF MERLE E. GILL, #3, ALL OTHER UNKNOWN HEIRS OF MERLE E. GILL, #4, DEVON F. CERNIGA, AND RONNY N. CERNIGA,
Defendants.

TO: UNKNOWN HEIR OF MERLE E. GILL #1
1175 Lake Lowery Road
Haines City FL 33844

UNKNOWN HEIR OF MERLE E. GILL #2
1175 Lake Lowery Road
Haines City FL 33844

UNKNOWN HEIR OF MERLE E. GILL #3
1175 Lake Lowery Road
Haines City FL 33844

UNKNOWN HEIR OF MERLE E. GILL #4
1175 Lake Lowery Road
Haines City FL 33844

DEVON F. CERNIGA
1405 Barbary Lane
Bentonville AR 72712

YOU ARE NOTIFIED that an action for Quiet Title has been filed against you in relation to the following property in Polk County, Florida:
Lot 703 of WHISPERING PINES, further described as follows: The West 65 feet of the East 485 feet of the South 125 feet of the North 447 feet of the NE 1/4 of the NE 1/4 of the NW 1/4, a/k/a Tract #19 of an unrecorded Parcel ID #: 25-28-12-000000-031260

Property Address: 703 Whispering Pines Drive, Auburndale, FL 33823
and you are required to serve a copy of your written defenses, if any, to it on Felix G. Montaner, Esq., the Plaintiff's attorney, 2114 W. Columbus Dr., Tampa, FL 33607, on or before 8-25-24, or within thirty (30) days from the first publication of this Notice of Action, and file the original with the Clerk of this Court either before service on the plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint.

Date: 7-16-24
Stacy M. Butterfield, CPA
As Clerk of the Court
(SEAL) BY: Ashley Saunders
As Deputy Clerk

Felix G. Montaner, Esq.,
the Plaintiff's attorney,
2114 W. Columbus Dr.,
Tampa, FL 33607
July 26; August 2, 9, 16, 2024 24-01054K

FIRST INSERTION

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR POLK COUNTY
GENERAL JURISDICTION
DIVISION
CASE NO. 2019CA00437000000
GSMPS MORTGAGE LOAN TRUST 2006-RPI, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-RPI, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE,
Plaintiff, vs.
CHRISTOPHER D. COLEMAN AKA A/K/A COLEMAN AKA CHRISTOPHER COLEMAN, et al.,
Defendant.

NOTICE IS HEREBY GIVEN pursuant to an Amended Summary Final Judgment of Foreclosure entered May 10, 2024 in Civil Case No. 2019CA00437000000 of the Circuit Court of the TENTH JUDICIAL CIRCUIT in and for Polk County, Bartow, Florida, wherein GSMPS MORTGAGE LOAN TRUST 2006-RPI, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-RPI, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE is Plaintiff and Christopher D. Coleman a/k/a C. Coleman a/k/a Christopher Coleman, et al., are Defendants, the Clerk of Court, STACY BUTTERFIELD, CPA, will sell to the highest and best bidder for cash electronically at www.polk.realforeclose.com in accordance with Chapter 45, Florida Statutes on the 27th day of August, 2024 at

10:00 AM on the following described property as set forth in said Summary Final Judgment, to-wit:
Lot 24, Kings Pond Phase One, according to that certain plat as recorded in Plat Book 97, Pages 44 and 45, Public Records of Polk County, Florida.

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the sale, must file a claim before the clerk reports the surplus as unclaimed.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

By: /s/ Robyn Katz
Robyn Katz, Esq.
McNaymeyer Leibert Pierce, LLC
Attorney for Plaintiff
225 East Robinson Street,
Suite 155
Orlando, FL 32801
Phone: (407) 674-1850
Fax: (321) 248-0420
Email: MRSservice@mcclalla.com
Fla. Bar No: 146803
23-07706FL
July 26; August 2, 2024 24-01053K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA
CASE NO.: 2024-CA-4735
MIDFLORIDA CREDIT UNION,
Plaintiff, vs.
THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN PERSONAL REPRESENTATIVE OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS;
TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES
CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.

TO: THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; THE UNKNOWN HEIRS OF THE ESTATE OF HAROLD MORALES A/K/A HAROLD C. MORALES A/K/A HAROLD CHESTER MORALES; AARON CONTRAS A/K/A AARON RENO CONTRAS; UNKNOWN SPOUSE OF AARON CONTRAS A/K/A AARON RENO CONTRAS; TENANT #1; TENANT #2; CITY OF LAKELAND, AND ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, AND UNDER, AND AGAINST THE HEREIN-NAMED DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS S

--- ACTIONS ---

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
CASE NO.: 2024CA00158000000
CITIZENS BANK, N.A.,
Plaintiff,
VS.
QAWI SMITH, et al.,
Defendants(s).

TO: Qawi Smith
Last Known Residence: 438 Ham-
merstone Avenue Haines City, FL 33844
TO: Urvella Smith a/k/a Urvella Pierre
Louis
Last Known Residence: 438 Ham-
merstone Avenue Haines City, FL 33844
TO: Unknown Tenant #1
Last Known Residence: 438 Ham-
merstone Avenue Haines City, FL 33844
TO: Unknown Tenant #2
Last Known Residence: 438 Ham-
merstone Avenue Haines City, FL 33844

YOU ARE NOTIFIED that an action
to foreclose a mortgage on the following
property in POLK County, Florida:
LOT 164, STONEWOOD
CROSSING PHASE 1, AC-
CORDING TO PLAT THERE-
OF AS RECORDED IN
PLAT BOOK 135, PAGES 39
THROUGH 42, INCLUSIVE,
OF THE PUBLIC RECORDS
OF POLK COUNTY, FLORIDA,
has been filed against you and you are
required to serve a copy of your written

defenses, if any, to it on ALDRIDGE
PITE, LLP, Plaintiff's attorney, at 5300
West Atlantic Avenue Suite 303 Delray
Beach, FL 33484, on or before 8-19-24,
and file the original with the clerk of
this court either before service on Plain-
tiff's attorney or immediately thereaf-
ter; otherwise a default will be entered
against you for the relief demanded in
the complaint or petition.

If you are a person with a disability
who needs any accommodation in this
proceeding, you are entitled, at no cost to you,
to the provision of certain assistance.
Please contact the Office of the Court
Administrator, 255 N. Broadway Ave-
nue, Bartow, Florida 33830, (863)
534-4686, at least 7 days before your
scheduled court appearance, or immedi-
ately upon receiving this notification
if the time before the scheduled ap-
pearance is less than 7 days; if you are
hearing or voice impaired, call 711.
Dated on 7-17-2024.

As Clerk of the Court
(SEAL) By: /s/ Ashley Saunders
As Deputy Clerk
ALDRIDGE PITE, LLP,
Plaintiff's attorney,
5300 West Atlantic Avenue
Suite 303
Delray Beach, FL 33484
1454-1022B
Ref# 8441
July 26; August 2, 2024 24-01049K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
CASE NO.:

532024CC004422000000
MB LAKEAND MHC, LLC and
18C MOBILE SALES, INC.,
Plaintiff, vs.
MARY TRAVIOLI and STATE OF
FLORIDA DEPARTMENT OF
HIGHWAY SAFETY
AND MOTOR VEHICLES,
Defendants.

TO: Mary Travoli
119 Todd Street
Lot No. 119
Lakeland, Florida 33815
TO: Mary Travoli
5653 Corley Street, Apt B
Fort Knox, Kentucky 40121

YOU ARE NOTIFIED that an action
for Money Damages as to that certain
mobile home and all personal items, ap-
pliances, and fixtures contained therein
located at:
119 Todd Street, Lot No. 119,
Lakeland, Florida 33815
has been filed against you, and you are
required to serve a copy of your written
defenses, if any, to it on Brian C. Chase,
Esq., Plaintiff's attorney, whose address is
3902 N. Marguerite Street, Tampa,
Florida 33603, ON OR BEFORE A
DATE WHICH IS WITHIN 30 DAYS
OF FIRST PUBLICATION OF THIS

NOTICE IN THE BUSINESS
SERVER, and file the original with the
Clerk of this Court either before service
on Plaintiff's attorney or immediately
thereafter; otherwise a default will be
entered against you for the relief de-
manded in the Complaint or petition.

If you are a person with a disability
who needs any accommodation in this
proceeding, you are entitled, at no cost to you,
to the provision of certain assistance.
Please contact the Office of the Court
Administrator, 255 N. Broadway Ave-
nue, Bartow, Florida 33830, (863)
534-4686, at least 7 days before your
scheduled court appearance, or immedi-
ately upon receiving this notification
if the time before the scheduled ap-
pearance is less than 7 days; if you are
hearing or voice impaired, call 711.
WITNESS Stacy M. Butterfield, as
Clerk of the County Court, and the seal
of said Court, at the Courthouse at Polk
County, Florida.
Dated on 7-26-24
Default Date 8-26-24

STACY M. BUTTERFIELD
Clerk of the Circuit and County Court
(SEAL) By: /s/ Ashley Saunders
As Deputy Clerk
Brian C. Chase, Esq.,
Plaintiff's attorney,
3902 N. Marguerite Street,
Tampa, Florida 33603
July 26; August 2, 2024 24-01066K

FIRST INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY,
FLORIDA
CIVIL DIVISION
CASE NO.: 2024CA001548000000
LAKEVIEW LOAN SERVICING,
LLC,
Plaintiff,
vs.
MARIE CLAUDE BENOIT, et al.,
Defendants.

TO: MARIE CLAUDE BENOIT
SERGE BENOIT
ALTON JOSAPHAT
YOU ARE NOTIFIED that an action
for Foreclosure of Mortgage on the fol-
lowing described property:
LOT 9, BLOCK 757, POIN-
CIANA, NEIGHBORHOOD
5 NORTH, VILLAGE 3, AC-
CORDING TO THE PLAT
THEREOF, AS RECORDED
IN PLAT BOOK 54, PAGES
27 THROUGH 42, OF THE
PUBLIC RECORDS OF POLK
COUNTY, FLORIDA.

has been filed against you and you
are required to serve a copy of your
written defenses, if any, to it, on
De Cubas & Lewis, P.A., Attorney
for Plaintiff, whose address is PO
BOX 5026, CORAL SPRINGS, FL
33310 on or before 8-21-24, a date
at least thirty (30) days after the

first publication of this Notice in the
(Please publish in THE BUSINESS
OBSERVER) and file the original
with the Clerk of this Court either
before service on Plaintiff's attorney
or immediately thereafter; otherwise
a default will be entered against
you for the relief demanded in the
complaint.

If you are a person with a disability
who needs any accommodation in this
proceeding, you are entitled, at no cost
to you, to the provision of certain
assistance. Please contact the Office
of the Court Administrator, 255 N.
Broadway Avenue, Bartow, Florida
33830, (863) 534-4686, at least 7
days before your scheduled court ap-
pearance, or immediately upon re-
ceiving this notification if the time
before the scheduled appearance is
less than 7 days; if you are hearing
or voice impaired, call 711.

WITNESS my hand and the seal of
this Court this 15th day of July, 2024.
STACY M. BUTTERFIELD, CPA
As Clerk of the Court
(SEAL) By: /s/ Ashley Saunders
As Deputy Clerk
De Cubas & Lewis, P.A.,
Attorney for Plaintiff,
PO BOX 5026,
CORAL SPRINGS, FL 33310
July 26; August 2, 2024 24-01067K

SUBSEQUENT INSERTIONS

--- PUBLIC SALES ---

SECOND INSERTION

CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET AND 2024/2025 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.
The Board of Supervisors ("Board") of the Cedar Crossings Community Development District ("District") will hold a public hearing on August 8, 2024, at 11:00 a.m., or as soon thereafter as the matter may be heard, at the Ramada by Wyndham Davenport Orlando South, 43524 Highway 27, Davenport, Florida 33857, for the purpose of hearing comments and objections on the adoption of the proposed budgets of the District for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (the "2023/2024 Proposed Budget"), as well as the proposed budget for Fiscal Year 2024/2025 ("2024/2025 Proposed Budget") and, along with the 2023/2024 Proposed Budget, the "Proposed Budgets"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the office of the District Manager, Wyndham, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0101 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the time. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
July 19, 26, 2024

24-01022K

SECOND INSERTION

**NOTICE OF DEFAULT AND IN-
TENT TO FORECLOSE
WESTGATE RIVER RANCH FILE:
20162.0021**

Pursuant to Section 721.855, Florida
Statutes, the undersigned Trustee as
appointed by Westgate River Ranch
Owners Association, Inc. (hereinafter
referred to as "Association") hereby
formally notifies (See Exhibit "A") that
you are in default due to your failure to
pay assessments(s) due for (See Exhibit
"A") pursuant to the Association's gov-
erning documents ("Governing Docu-
ments") and you now owe Association
unpaid assessments, interest, late fees,
and other charges. Additional interest
continues to accrue. A lien for these
amounts has been recorded against the
following real property located in POLK
County, Florida: (See Exhibit "A") (SEE
EXHIBIT "A") Time Share Interest(s)
(SEE EXHIBIT "A") according to the
Time Sharing Plan for Westgate River
Ranch, Official Records Book 6501, at
Page 1220, of the Public Records of Polk
County, Florida (the "Property"). Together
with the right to occupy, pursuant to
the Plan, Unit(s) (SEE EXHIBIT "A"),
during Unit Week(s) (SEE EXHIBIT
"A"), during Assigned Year(s) (SEE
EXHIBIT "A"), 3200 River Ranch
Bld., River Ranch, FL 33867 (herein
"Property Address") (herein "Time
Share Plan (Property) Address"). As a
result of the aforementioned default,
Association hereby elects to sell the
Property pursuant to Section 721.855,
Florida Statutes. Please be advised that
in the event that the debt owed to the
Association is not paid by 08/31/2024,
the undersigned Trustee shall proceed
with the sale of the Property as provided
in Section 721.855, Florida Statutes,
the undersigned Trustee shall: (1) Provide
you with written notice of the sale,
including the date, time and location
thereof; (2) Record the notice of sale
in the Public Records of POLK County,
Florida; and (3) Publish a copy of the
notice of sale two (2) times, once each

week, for two (2) successive weeks, in
an POLK County newspaper, provided
such a newspaper exists at the time of
publishing. If you fail to cure the de-
fault as set forth in this notice or take
appropriate action with regard to this
foreclosure matter, you risk losing
ownership of your timeshare interest
through the trustee foreclosure pro-
cedure established in Section 721.855,
Florida Statutes. You may choose to
sign and send to the undersigned trustee
the objection form, exercising your
right to object to the use of the trustee
foreclosure procedure. Upon the under-
signed trustee's receipt of your signed
objection form, the foreclosure of the
lien with respect to the default speci-
fied in this notice shall be subject to
the judicial foreclosure procedure only.
You have the right to cure your default
in the manner set forth in this notice at
any time before the trustee's sale of your
timeshare interest. If you do not object
to the use of the trustee foreclosure pro-
cedure, you will not be subject to a de-
ficiency judgment even if the proceeds
from the sale of your timeshare interest
are insufficient to offset the amounts se-
cured by the lien. By: GREENSPOON
MARDER, LLP, Trustee, 201 E. Pine
Street, Suite 500, Orlando, FL 32801.

**EXHIBIT "A" - NOTICE OF
DEFAULT AND INTENT TO
FORECLOSE**
Owner(s) Address TS Undiv Int
Building Unit Week Year Season
Suite Type COL Rec Info Yrs
Delinquent

KENNETH L. SARGENT & HELENE
A SARGENT 12 Abaco Ct Sebastian, FL
32958, 1, 5, 105, 29, WHOLE, Floating,
1207/1027, 2020-2024/JOHN MC
VEY & ANNE MCVEY 42 Ross Avenue
Renfrew, PA 4 8BE SCOTLAND, 1,
7, 107, 19, WHOLE, Value Season-
Float Week/Floor Unit, 1207/1027,
2021-2024/JOHN G TALLEY JR &
ANN L TALLEY 103 Cannon Rd Fort
Meade, FL 33841, 1/2, 3, 103, 24, ODD,
All Season-Float Week/Floor Unit,

13017/1027, 2021 & 2023/BARBARA
E TORRES 522 Nicole Blvd Cocoa, FL
34761, 1/2, 7, 107, 22, ODD, Floating,
13017/1027, 2021 & 2023/MELINDA
TORRES 31 W ADAMS ST APT 1306
JACKSONVILLE, FL 32202, 1/2, 7,
107, 22, ODD, Floating, 13017/1027,
2021 & 2023/DARLENE H SMITH
113 Ridge Rd Apt B Cedar Grove,
FL 07009, 1, 13, 113, 28, WHOLE,
Fixed Week/Floor Unit, 13017/1027,
2021-2024/INES E DOMINGUEZ
5619 JEAN DR Orlando, FL 32822,
1, 4, 104, 21, WHOLE, Floating,
13017/1027, 2020-2024/EDUARDO
DOMINGUEZ 4122 Andover Cay
Blvd Orlando, FL 32825, 1, 4, 104,
21, WHOLE, Floating, 13017/1027,
2020-2024/MELISSA DEVIA 13041
NORTHSHIRE TRL Wellington, FL
33444, 1/2, 15, 115, 32, ODD, All Season-
Float Week/Floor Unit, 13017/1027,
2021 & 2023/JOHN DEVIA 12655
Timber Ridge Cir Wellington, FL 33444,
1/2, 15, 115, 32, ODD, All Season-Float
Week/Floor Unit, 13017/1027, 2021
& 2023/WILLIAM G COMSTOCK
& NANCY E COMSTOCK 26-41
Norwood Dr Lanark, IL 61046, 1/2,
107, 47, WHOLE, Fixed Week/Floor
Unit, 1207/1027, 2021-2024/UMAR
FIGUEROA 514 CRESCENT MOON
DR GREENACRES, FL 33463, 1/2, 13,
113, 14, EVEN, Fixed Week/Floor Unit,
13017/1027, 2020 & 2022 &
2024/JORGE L LOPEZ 1667 17th
Fairway Wellington, FL 33414, 1/2,
13, 113, 14, EVEN, Fixed Week/Floor
Unit, 13017/1027, 2020 & 2022 &
2024/GEORGE DELGREGO &
SANDRA L DELGREGO 1101 N
74th Way Hollywood, FL 33024, 1/2,
15, 115, 15, ODD, All Season-Float
Week/Floor Unit, 13017/1027, 2021
& 2023/NELSON R VALLADARES 124
Ridge Road, NY 11961, 1/2, 12, 112, 17,
ODD, All Season-Float Week/Floor Unit,
13017/1027, 2021 & 2023
July 19, 26, 2024 24-01029K

FOURTH INSERTION

PUBLIC NOTICE
Optum - Haines City
will be relocating
effective Aug. 5, 2024.
NEW LOCATION:
WellMed at Haines City
2380 North Blvd. West, Suite 1
Davenport, FL 33837
Phone: 1-863-422-8374
Fax: 1-863-422-7251
For questions or copies of
medical records call or fax:
Phone: 1-863-866-9820
Fax: 1-863-812-4455
July 5, 12, 19, 26, 2024 24-00970K

--- ESTATE ---

SECOND INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA
File No.

53-2024-CP-00976-0000-XX
PROBATE DIVISION
IN RE: ESTATE OF
ROBERT E. FITZGERALD,
Deceased.

The administration of the estate of
ROBERT E. FITZGERALD, deceased,
is pending in the Circuit Court for Polk
County, Florida, Probate Division, the
address of which is 255 N Broadway
Avenue, Bartow, Florida 33830. The file
number for the estate is 53-2024-CP-
00976-0000-XX.

All creditors of the decedent and other
persons having claims or demands
against decedent's estate on whom a
copy of this notice is required to be
served must file their claims with this
court ON OR BEFORE THE LATER
OF 3 MONTHS AFTER THE TIME
OF THE FIRST PUBLICATION OF THIS
NOTICE OR 30 DAYS AFTER
THE DATE OF SERVICE OF A COPY
OF THIS NOTICE ON THEM.
All other creditors of the decedent
and other persons having claims or de-
mands against decedent's estate must
file their claims with this court WITH-
IN 3 MONTHS AFTER THE DATE OF
THE FIRST PUBLICATION OF THIS
NOTICE.

ALL CLAIMS NOT FILED WITHIN
THE TIME PERIODS SET FORTH
IN FLORIDA STATUTES SECTION
733.702 WILL BE FOREVER
BARRED.

NOTWITHSTANDING THE TIME
PERIODS SET FORTH ABOVE, ANY
CLAIM FILED TWO (2) YEARS OR
MORE AFTER THE DECEDENT'S
DATE OF DEATH IS BARRED.

A person who is representative or curator
has no duty to disclose whether any
property held at the time of the de-
cedent's death by the decedent or the
decedent's surviving spouse is property
to which the Florida Uniform Disposition
of Community Property Rights at Death
Act as described in sections 732.216-
732.228, applies, or may apply, unless a
written demand is made by a creditor as
specified under section 732.221.

The date of first publication of this
notice is July 19, 2024.
Personal Representative:
Kelly Diane Fitzgerald
3725 Highland Fairways Blvd.
Lakeland, FL 33810

Attorney for Personal Representative:
Carol J. Wallace, Esq.
Attorney for Personal Representatives
Florida Bar Number: 71059
Elder Law Firm of
Clements & Wallace, FL
210 E Main St
Lakeland, FL 33801
Ph: (863) 687-2287
Email: cwallace@mclements.com
2nd Eml:
jwall@mclements.com
July 19, 26, 2024 24-01018K

SECOND INSERTION

NOTICE OF PUBLIC SALE

Notice is hereby given that on
08/02/2024, at 10:30 a.m., the fol-
lowing property will be sold at public
auction pursuant to F.S. 715.109:
A 1968 GRAM mobile home bear-
ing vehicle identification number
4HB4012CIN10866 and all personal
items located inside the mobile home.
Last Tenant: Darnell Duling, Darnell
Duling Sr., Darnell Duling Jr., All
Unknown Parties, Beneficiaries, Heirs,
Successors, and Assigns of Darnell
Duling and Nicole Duling, Sale to
be held at: Woodall's Mobile Home
Village, 2121 New Tampa Highway
Lakeland, Florida 33815, 863-686-
7462.
July 19, 26, 2024 24-01048K

--- ESTATE ---

SECOND INSERTION

NOTICE TO CREDITORS

IN THE CIRCUIT COURT FOR

POLK COUNTY, FLORIDA

PROBATE DIVISION

File No. 24CP-1826

Division Probate

IN RE: ESTATE OF

MILDRED L. LOPEZ

Deceased.

The administration of the estate of Mildred L. Lopez, deceased, whose date of death was May 11, 2023, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is Post Office Drawer 9000, Bartow, Florida 33830. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is July 19, 2024.

Personal Representative:
/s/ Miguel A. Lopez
350 East Echo Street
Lake Alfred, Florida 33850

Attorney for Personal Representative:
/s/ Charlotte C. Stone
Charlotte C. Stone, Esq.
Florida Bar Number: 21297
Stone Law Group, P.L.
3200 US Hwy 27 S, Suite 201
Sebring, Florida 33870
Telephone: (863) 402-5424
Fax: (863) 402-5425
E-Mail:
charlotte@stonelawgroup.com
Secondary E-Mail:
tami@stonelawgroup.com
July 19, 26, 2024 24-01020K

SECOND INSERTION

NOTICE OF PUBLIC SALE

Notice is hereby given that on
08/02/2024, at 10:30 a.m., the fol-
lowing property will be sold at public
auction pursuant to F.S. 715.109:
A 1991 PALM mobile home bear-
ing vehicle identification numbers
PH060976AF1, PH060976BFL, and
PH060976CFL and all personal items
located inside the mobile home. Last
Tenant: Marjorie Ann Cotherman,
Charles D. Draper, as Personal Repre-
sentative of the Estate of Marjorie
Ann Cotherman, and All Unknown
Parties, Beneficiaries, Heirs, Suc-
cessors, and Assigns of Marjorie Ann
Cotherman. Sale to be held at: Ariana
Village, 1625 Ariana Street, Lot No.
16, Lakeland, Florida 33803, 863-687-
3835.
July 19, 26, 2024 24-01030K

--- ESTATE ---

SECOND INSERTION

NOTICE TO CREDITORS

IN THE CIRCUIT COURT OF THE

TENTH JUDICIAL CIRCUIT IN

AND FOR POLK COUNTY, FLORIDA

PROBATE DIVISION

File No.: 24CP-2228

IN RE: ESTATE OF

MARY G. DIALS, Deceased

SSN: XXX-XX-9828

The administration of the estate of
MARY G. DIALS, a/k/a MARY PUM-
HREY DIALS, deceased, whose date
of death was January 19, 2024, and
whose Social Security Number is XXX-
XX-9828, is pending in the Circuit
Court for Polk County, Florida. Pro-
bate Division, the address of which is:
P.O. Box 9000, Drawer CC-4, Bartow,
Florida 33831-9000. The name and
address of the personal representative
and the personal representative's attorney
are set forth below.

All creditors of the decedent and
other persons having claims or de-
mands against decedent's estate on
whom a copy of this notice is required
to be served must file their claims with
this court WITHIN THE LATER OF
THREE (3) MONTHS AFTER THE
TIME OF THE FIRST PUBLICATION
OF THIS NOTICE OR THIRTY (30)
DAYS AFTER THE DATE OF SER-
VICE OF A COPY OF THIS NOTICE
ON THEM.

All other creditors of the decedent
and other persons having claims or de-
mands against decedent's estate must
file their claims with this court WITH-
IN THREE (3) MONTHS AFTER THE
DATE OF THE FIRST PUBLICATION
OF THIS NOTICE.

ALL CLAIMS NOT SO FILED
WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME
PERIOD SET FORTH ABOVE, ANY
CLAIM FILED TWO (2) YEARS OR
MORE AFTER THE DECEDENT'S
DATE OF DEATH IS BARRED.

The date of this first publication of
this notice is the 17th day of July, 2024.
Signed on this 17th day of July, 2024.

Personal Representative:
Martha Pamphrey Johnson
2240 Lake Hollow Blvd.
Lakeland, FL 33801

Attorney for Personal Representative:
Michael A. Johnson
Florida Bar #: 0474258
P.O. Box 1397
Lakeland, FL 33802-4397
Telephone: (863) 688-0741
Fax: (863) 688-0472
Primary email:
mjohn@tampabay.rr.com
July 19, 26, 2024 24-01040K



Email your Legal Notice

legal@businessobserver.com • Deadline Wednesday at noon • Friday Publication

PHOTO: JON

--- ESTATE ---

SECOND INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION

File No. 2024-CP0016480000XX
IN RE: ESTATE OF
VIRGINIA G. BLANTON, A/K/A
VIRGINIA BLANTON
Deceased.

The administration of the estate of Virginia G. Blanton, A/K/A Virginia Blanton, deceased, whose date of death was February 29, 2024, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is P.O. Box 9000, Drawer CC4, Bartow, FL 33831. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN

THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

A personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in sections 732.216-732.228, applies, or may apply, unless a written demand is made by a creditor as specified under section 732.221.

The date of first publication of this notice is July 19, 2024.

Personal Representative:

Steven A. Theoford

15589 35th Ln. N

West Palm Beach, Florida 33412

Attorney for Personal Representative:

Robert W. Bible, Jr., Attorney

Independent of Counsel

Florida Bar Number: 561398

Tippecanoe Law Group, PLLC

1920 East Bay Dr.

Largo, FL 33771

Telephone: (727) 586-3306

Fax: (727) 585-4209

E-Mail: Robert@attypip.com

Secondary E-Mail: Suzie@attypip.com

July 19, 26, 2024 24-01019K

SECOND INSERTION

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR
POLK COUNTY, FLORIDA
PROBATE DIVISION

File No.
53-2024-CP-001834-0000-XX
IN RE: ESTATE OF
BARBARA COLLIER CASON
Deceased.

The administration of the estate of Barbara Collier Cason, deceased, whose date of death was January 17, 2023, is pending in the Circuit Court for Polk County, Florida, Probate Division, the address of which is 255 North Broadway Avenue, Bartow, Florida 33830. The names and addresses of the curator and the curator's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN

THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

A personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in sections 732.216-732.228, applies, or may apply, unless a written demand is made by a creditor as specified under section 732.221.

The date of first publication of this notice is July 19, 2024.

Curator:

Raymond W. Hancock

2131 Lakeview Drive, Unit 1200

Sebring, Florida 33870

Attorney for Curator:

Mark G. Turner, Esquire

Florida Bar Number: 794929

Straughton & Turner, P.A.

Post Office Box 2295

Winter Haven, Florida 33883-2295

Telephone: (863) 293-1184

Fax: (863) 293-3051

E-Mail: mturner@straughtonturner.com

Secondary E-Mail:

ahal@straughtonturner.com

July 19, 26, 2024 24-01045K

SECOND INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR POLK
COUNTY

GENERAL JURISDICTION

DIVISION

CASE NO. 2023CA004847000000

ADVANTA IRA SERVICES, LLC

FBO IRA #8006970 OBO NEIL

PAULSON, SR.,

Plaintiff, vs.

PAUL NASH A/K/A PAUL

ANTHONY NASH, et al.,

Defendant.

TO: SUSAN EBEL SUSAN EBEL

A/K/A SUSAN W. EBEL A/K/A SU-

SAN WHITNEY EBEL

165 WADE ST. APT. B

BRIDGEPORT, CT 06604

UNKNOWN SPOUSE OF SUSAN

EBEL A/K/A SUSAN W. EBEL A/K/A

SUSAN WHITNEY EBEL

165 WADE ST. APT. B

BRIDGEPORT, CT 06604

LAST KNOWN ADDRESS STATED,

CURRENT RESIDENCE UNKNOWN

YOU ARE HEREBY NOTIFIED THAT

an action to foreclose Mortgage cover-

ing the following real and personal

property described as follows, to-wit:

LOT 210, WATERSOUND

PHASE ONE, ACCORDING

TO THE PLAT THEREOF AS

RECORDED IN PLAT BOOK

135, PAGE(S) 445-452 OF THE

PUBLIC RECORDS OF POLK

COUNTY, FLORIDA,

has been filed against you and you

are required to file a copy of your written

defenses, if any, to it on Curtis Wilson, Esq., McCalla Raymer Leibert Pierce, LLC, 225 East Robinson Street, Suite 155, Orlando, FL 32801 and file the original with the Clerk of the above-styled Court on or before 8-19-24 or 30 days from the last publication, otherwise a Judgment may be entered against you for the relief demanded in the Complaint.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711. WITNESS my hand and seal of said Court on the 11th day of July, 2024.

Stacy M. Butterfield

CLERK OF THE CIRCUIT COURT

As Clerk of the Court

(SEAL) BY: /s/ Ashley Saunders

Deputy Clerk

MCALLA RAYMER LEBERT

PIERCE, LLC

225 East Robinson Street, Suite 155,

Orlando, FL 32801

Phone: (407) 674-1850

Fax: (321) 248-0420

Email: AccountsPayable@mcacallam.com

23-08903FL

July 19, 26, 2024 24-01028K

SECOND INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE
10TH JUDICIAL CIRCUIT, IN AND
FOR POLK COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.:

2024-CA-001482-0000-00

U.S. BANK NATIONAL

ASSOCIATION,

Plaintiff,

vs.

RAMON BENITEZ RIVERA, et al.,

Defendants.

TO: RAMON BENITEZ RIVERA

1025 N NEW YORK AVE, LAKE-

LAND, FL 33805

YEIDY ALVAREZ

1025 N NEW YORK AVE, LAKE-

LAND, FL 33805

YOU ARE NOTIFIED THAT an action

for Foreclosure of Mortgage on the fol-

lowing described property:

LOT 7, BLOCK 19, MAP OF

RESEBUD DIVISION OF MCRAE &

BRYANT'S SECOND ADDI-

TION TO LAKELAND, FLOR-

IDA, ACCORDING TO PLAT

THEREOF, AS RECORDED IN

PLAT BOOK 2, PAGE 99, OF

THE PUBLIC RECORDS OF

POLK COUNTY, FLORIDA,

has been filed against you and you

are required to serve a copy of your writ-

tened defenses, if any, to it, on Du Cubas

& Lewis, P.A., Attorney for Plaintiff,

whose address is PO BOX 5026, COR-

AL SPRINGS, FL 33310 on or before 8-19-24, a date at least thirty (30) days before the first publication of this Notice in the (Please publish in THE BUSINESS OBSERVER) and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711. WITNESS my hand and seal of this Court this 11th day of July, 2024.

STACY M. BUTTERFIELD, CPA

As Clerk of the Court

(SEAL) BY: /s/ Ashley Saunders

As Deputy Clerk

De Cubas & Lewis, P.A.,

Attorney for Plaintiff,

PO BOX 5026,

CORAL SPRINGS, FL 33310

24-01023

July 19, 26, 2024 24-01027K

--- ACTIONS / SALES ---

SECOND INSERTION

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR POLK
COUNTY

GENERAL JURISDICTION
DIVISION
CASE NO. 2023CA005310000000
MILL CITY MORTGAGE LOAN
TRUST-2017-2, WILMINGTON
SAVINGS FUND SOCIETY, FSB,
D/B/A CHRISTIANA TRUST AS
TRUSTEE,

Plaintiff, vs.
KEVIN S. WARREN, et al.,
Defendant.

NOTICE IS HEREBY GIVEN pursuant to a Summary Final Judgment of Foreclosure entered May 13, 2024 in Civil Case No. 2023CA005310000000 of the Circuit Court of the TENTH JUDICIAL CIRCUIT in and for Polk County, Bartow, wherein MILL CITY MORTGAGE LOAN TRUST-2017-2, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST AS TRUSTEE is Plaintiff and Kevin S. Warren, et al., are Defendants, the Clerk of Court, STACY BUTTERFIELD, CPA, will sell to the highest and best bidder for cash electronically at www.realforeclose.com in accordance with Chapter 45, Florida Statutes on the 13th day of August, 2024 at 10:00 AM on the following described property as set forth in said Summary Final Judgment, to-wit:

Lot 145, Section Highlands Phase

IV, according to the map or plat

thereof as recorded in Plat Book

88, Page 45, of the Public Records of Polk County, Florida. Together with a 1994 20x48 Chandler Mobile Home bearing VIN #5 GAFLR05A22627CW and GAFLR05B22627CW and including all existing furniture and furnishings.

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens, must file a claim before the clerk reports the surplus as unclaimed.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

By: /s/ Rulyn Katz

Robyn Katz, Esq.

McCalla Raymer Leibert Pierce, LLC

Attorney for Plaintiff

225 East Robinson Street,

Suite 155,

Orlando, FL 32801

Phone: (407) 674-1850

Fax: (321) 248-0420

Email: MRService@mcacallam.com

FL Bar No.: 146803

23-05672FL

July 19, 26, 2024 24-01038K

SECOND INSERTION

NOTICE OF ACTION
IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR POLK
COUNTY

GENERAL JURISDICTION

DIVISION

CASE NO. 2023CA006427000000

FREEDOM MORTGAGE

CORPORATION,

Plaintiff, vs.

HOK M MUL, et al.,

Defendant.

TO: HOK M MUL, 416 SAPPHIRE

DRIVE, DAVENPORT, FL 33837

EVELYN MUL, 416 SAPPHIRE

DRIVE, DAVENPORT, FL 33837

LAST KNOWN ADDRESS STATED.

CURRENT RESIDENCE UNKNOWN

YOU ARE HEREBY NOTIFIED THAT

an action to foreclose Mortgage cover-

ing the following real and personal

property described as follows, to-wit:

LOT 110, GOLFEN RIDGE,

ACCORDING TO THE MAP

OR PLAT THEREOF, AS RE-

CORDED IN PLAT BOOK 167,

PAGE(S) 24 THROUGH 27,

INCLUSIVE, OF THE PUBLIC

RECORDS OF POLK COUNTY,

FLORIDA,

has been filed against you and you

are required to file a copy of your written

defenses, if any, to it on Sara Collins,

McCalla Raymer Leibert Pierce, LLC,

225 East Robinson Street, Suite 155,

Orlando, FL 32801 and file the original with the Clerk of the above-styled Court on or before 7-22-24 or 30 days from the first publication, otherwise a Judgment may be entered against you for the relief demanded in the Complaint.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711. WITNESS my hand and seal of said Court on the 12 day of June, 2024.

CLERK OF THE CIRCUIT COURT

(SEAL) BY: /s/ Carolyn Mack

Deputy Clerk

MCALLA RAYMER LEBERT

PIERCE, LLC

225 East Robinson Street, Suite 155,

Orlando, FL 32801

Phone: (407) 674-1850

Fax: (321) 248-0420

Email: AccountsPayable@mcacallam.com

23-08054FL</

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

3B

RESOLUTION 2024-11
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Springs at Lake Alfred Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Springs at Lake Alfred Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15th DAY OF AUGUST, 2024.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A: FY 2025 Budget

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2024	5
Amortization Schedule - Series 2024	6 - 7
Assessment Summary	8

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/2024	Projected through 09/30/24	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 113,485
Allowable discounts (4%)	-				(4,539)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	108,946
Assessment levy: off-roll	-	-	-	-	72,372
Landowner contribution	85,765	28,389	57,376	85,765	349,792
Total revenues	85,765	28,389	57,376	85,765	531,110
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	42,000	10,000	32,000	42,000	48,000
Legal	25,000	863	24,137	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Dissemination agent*	750	-	750	750	1,000
EMMA software service	-	-	-	-	2,500
Telephone	200	83	117	200	200
Postage	500	38	462	500	500
Printing & binding	500	208	292	500	500
Legal advertising	6,500	-	6,500	6,500	2,250
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,700
Contingencies/bank charges	750	8	742	750	750
Website hosting & maintenance	1,680	1,680	-	1,680	1,680
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	3,405
Total professional & administrative	85,765	18,055	67,710	85,765	93,870

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/2024	Projected through 09/30/24	Total Actual & Projected	Budget FY 2025
Field operations					
Property management	-	-	-	-	80,640
Landscape maintenance	-	-	-	-	170,000
Mulch	-	-	-	-	10,000
Replacement/extra	-	-	-	-	20,000
Irrigation repair	-	-	-	-	5,000
Pond tilling	-	-	-	-	3,000
Janitorial -pet waste station & bus stops	-	-	-	-	6,000
Lights, signs & fences	-	-	-	-	5,000
Pressure washing	-	-	-	-	25,000
Streets & sidewalks	-	-	-	-	2,500
Miscellaneous repairs & replacement	-	-	-	-	20,000
Holiday lights	-	-	-	-	5,000
Utilities					
Electricity	-	-	-	-	25,000
Streetlights	-	-	-	-	60,100
Total field operations	-	-	-	-	437,240
Total expenditures	<u>85,765</u>	<u>18,055</u>	<u>67,710</u>	<u>85,765</u>	<u>531,110</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	10,334	(10,334)	-	-
Fund balance - beginning (unaudited)	-	-	10,334	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	10,334	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ 10,334</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
EMMA software service	2,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,250
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,700
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210
Tax collector	3,405

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Property management	80,640
Landscape maintenance	170,000
Mulch	10,000
Replacement/extra	20,000
Irrigation repair	5,000
Pond tilling	3,000
Janitorial -pet waste station & bus stops	6,000
Lights, signs & fences	5,000
Pressure washing	25,000
Streets & sidewalks	2,500
Miscellaneous repairs & replacement	20,000
Holiday lights	5,000
Utilities	
Electricity	25,000
Streetlights	60,100
Total expenditures	<u><u>\$531,110</u></u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Fiscal Year 2024			Proposed
	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES				
Assessment levy: on-roll				\$ 303,858
Allowable discounts (4%)				(12,154)
Net assessment levy - on-roll	\$ -	\$ -	\$ -	291,704
Total revenues	-	-	-	291,704
EXPENDITURES				
Debt service				
Principal	-	-	-	60,000
Interest	-	-	-	240,856
Tax collector	-	-	-	6,077
Underwriter's discount	82,800	-	82,800	-
Cost of issuance	182,830	-	182,830	-
Total expenditures	265,630	-	265,630	306,933
Excess/(deficiency) of revenues over/(under) expenditures	(265,630)	-	(265,630)	(15,229)
OTHER FINANCING SOURCES/(USES)				
Bond proceeds	543,889	-	543,889	-
Total other financing sources/(uses)	543,889	-	543,889	-
Net increase/(decrease) in fund balance	278,259	-	278,259	(15,229)
Fund balance:				
Beginning fund balance (unaudited)	(6,298)	271,961	(6,298)	271,961
Ending fund balance (projected)	\$271,961	\$271,961	\$271,961	256,732
Use of fund balance:				
Debt service reserve account balance (required)				(141,294)
Interest expense - November 1, 2025				(109,003)
Projected fund balance surplus/(deficit) as of September 30, 2025				\$ 6,435

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			130,540.16	130,540.16	4,140,000.00
05/01/25	60,000.00	4.375%	110,315.63	170,315.63	4,080,000.00
11/01/25			109,003.13	109,003.13	4,080,000.00
05/01/26	65,000.00	4.375%	109,003.13	174,003.13	4,015,000.00
11/01/26			107,581.25	107,581.25	4,015,000.00
05/01/27	65,000.00	4.375%	107,581.25	172,581.25	3,950,000.00
11/01/27			106,159.38	106,159.38	3,950,000.00
05/01/28	70,000.00	4.375%	106,159.38	176,159.38	3,880,000.00
11/01/28			104,628.13	104,628.13	3,880,000.00
05/01/29	70,000.00	4.375%	104,628.13	174,628.13	3,810,000.00
11/01/29			103,096.88	103,096.88	3,810,000.00
05/01/30	75,000.00	4.375%	103,096.88	178,096.88	3,735,000.00
11/01/30			101,456.25	101,456.25	3,735,000.00
05/01/31	80,000.00	4.375%	101,456.25	181,456.25	3,655,000.00
11/01/31			99,706.25	99,706.25	3,655,000.00
05/01/32	85,000.00	5.250%	99,706.25	184,706.25	3,570,000.00
11/01/32			97,475.00	97,475.00	3,570,000.00
05/01/33	90,000.00	5.250%	97,475.00	187,475.00	3,480,000.00
11/01/33			95,112.50	95,112.50	3,480,000.00
05/01/34	90,000.00	5.250%	95,112.50	185,112.50	3,390,000.00
11/01/34			92,750.00	92,750.00	3,390,000.00
05/01/35	95,000.00	5.250%	92,750.00	187,750.00	3,295,000.00
11/01/35			90,256.25	90,256.25	3,295,000.00
05/01/36	100,000.00	5.250%	90,256.25	190,256.25	3,195,000.00
11/01/36			87,631.25	87,631.25	3,195,000.00
05/01/37	105,000.00	5.250%	87,631.25	192,631.25	3,090,000.00
11/01/37			84,875.00	84,875.00	3,090,000.00
05/01/38	115,000.00	5.250%	84,875.00	199,875.00	2,975,000.00
11/01/38			81,856.25	81,856.25	2,975,000.00
05/01/39	120,000.00	5.250%	81,856.25	201,856.25	2,855,000.00
11/01/39			78,706.25	78,706.25	2,855,000.00
05/01/40	125,000.00	5.250%	78,706.25	203,706.25	2,730,000.00
11/01/40			75,425.00	75,425.00	2,730,000.00
05/01/41	135,000.00	5.250%	75,425.00	210,425.00	2,595,000.00
11/01/41			71,881.25	71,881.25	2,595,000.00
05/01/42	140,000.00	5.250%	71,881.25	211,881.25	2,455,000.00
11/01/42			68,206.25	68,206.25	2,455,000.00
05/01/43	150,000.00	5.250%	68,206.25	218,206.25	2,305,000.00
11/01/43			64,268.75	64,268.75	2,305,000.00
05/01/44	155,000.00	5.250%	64,268.75	219,268.75	2,150,000.00
11/01/44			60,200.00	60,200.00	2,150,000.00
05/01/45	165,000.00	5.600%	60,200.00	225,200.00	1,985,000.00
11/01/45			55,580.00	55,580.00	1,985,000.00
05/01/46	175,000.00	5.600%	55,580.00	230,580.00	1,810,000.00
11/01/46			50,680.00	50,680.00	1,810,000.00
05/01/47	185,000.00	5.600%	50,680.00	235,680.00	1,625,000.00
11/01/47			45,500.00	45,500.00	1,625,000.00
05/01/48	195,000.00	5.600%	45,500.00	240,500.00	1,430,000.00
11/01/48			40,040.00	40,040.00	1,430,000.00

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	205,000.00	5.600%	40,040.00	245,040.00	1,225,000.00
11/01/49			34,300.00	34,300.00	1,225,000.00
05/01/50	220,000.00	5.600%	34,300.00	254,300.00	1,005,000.00
11/01/50			28,140.00	28,140.00	1,005,000.00
05/01/51	230,000.00	5.600%	28,140.00	258,140.00	775,000.00
11/01/51			21,700.00	21,700.00	775,000.00
05/01/52	245,000.00	5.600%	21,700.00	266,700.00	530,000.00
11/01/52			14,840.00	14,840.00	530,000.00
05/01/53	260,000.00	5.600%	14,840.00	274,840.00	270,000.00
11/01/53			7,560.00	7,560.00	270,000.00
05/01/54	270,000.00	5.600%	7,560.00	277,560.00	-
Total	4,140,000.00		4,398,085.79	8,538,085.79	

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll					
Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
SF 40'	97	\$ 591.07	\$ 1,408.38	\$ 1,999.45	n/a
SF 50'	95	591.07	1,760.47	2,351.54	n/a
Total	192				

Off-Roll Assessments					
Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
SF 40'	533	\$ 94.23	\$ -	\$ 94.23	n/a
SF 50'	235	94.23	-	94.23	n/a
Total	768				

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

4A

Serial Number
24-01041K

Business Observer

Published Weekly
Lakeland, Polk County, Florida

COUNTY OF POLK

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Lakeland, Polk County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing to Consider Adoption of 2025 Budget

in the matter of Public Hearing for Springs at Lake Alfred on August 15, 2024 @ 5:00 pm

in the Court, was published in said newspaper by print in the issues of 7/19/2024

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

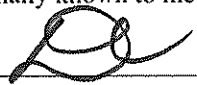
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

19th day of July, 2024 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida
(SEAL)



Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

PS 1 of 2

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Springs at Lake Alfred Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: August 15, 2024
TIME: 5:00 p.m.
LOCATION: Lake Alfred Public Library
245 N. Seminole Avenue
Lake Alfred, Florida 33850

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2025; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units/ Acres	EAU/ERU Factor	Proposed O&M Assessment
Residential Unit	192	1.0	\$591.07
Undeveloped Land	349.90	2.13	\$1,297.34

**includes collection costs and early payment discounts*

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Polk County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held

or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2025, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill no later than November of this year. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

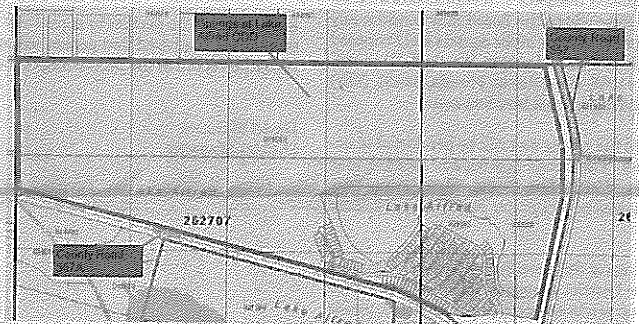
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 District Manager's Office", during normal business hours, or by visiting the District's website at <https://springsatlakealfredcdd.net>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



July 19, 2024

24-01041K

PG 2 of 2

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

4B

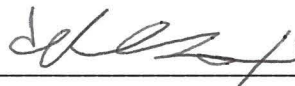
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposited says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Springs at Lake Alfred Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 12, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.


By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 12 day of July 2024, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC

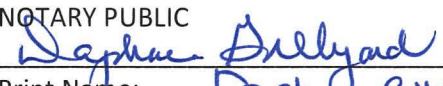

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH 390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices, including Addresses

**Springs at Lake Alfred
Community Development District**

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 12, 2024

VIA FIRST CLASS MAIL

MERITAGE HOMES OF FLORIDA INC

5337 MILLENIA LK BLVD STE 235

ORLANDO, FL 32839

PARCEL ID: See “Exhibit B” Attached

RE: Springs at Lake Alfred Community Development District
Fiscal Year 2024/2025 Budget and O&M Assessments

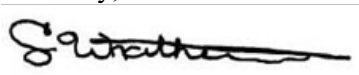
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Springs at Lake Alfred Community Development District (“**District**”) will be holding a public hearing and a Board of Supervisors’ (“**Board**”) meeting for the purposes of levying operations and maintenance assessments (“**O&M Assessments**”) to fund the District’s Budget for Fiscal Year 2024/2025, on **August 15, 2024 at 5:00 p.m. the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, Ph: 561-571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments – FY 2025

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **\$567,424.71** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on per unit basis for platted lots. Your property is classified as a platted lot.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	ERU	Proposed O&M Assessment*
Residential Unit	192	1	\$591.07
Undeveloped Land	349.9	2.13	\$1,297.34

**includes collection costs and early payment discounts*

Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2025, the District intends to have the Polk County (“County”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later than November of this year. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s County tax bill. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EXHIBIT: B

[illegible]

[illegible]

[illegible]

[illegible]

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

4C

RESOLUTION 2024-12

[FY 2025 ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Springs at Lake Alfred Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT:

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

a. OPERATION AND MAINTENANCE FUNDING AGREEMENT. The District's Board hereby authorizes a deficit funding agreement for the operations and maintenance services set forth in the District's Adopted Budget, as set forth in **Exhibit A**.

b. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- i. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B** and is hereby found to be fair and reasonable.
 - ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- c. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2025.
 - ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
 - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date

of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

5

FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between:

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, the owner and developer of lands within the boundary of the District, whose mailing address is 18655 North Claret Drive, Suite 400, Scottsdale, Arizona 85255 ("**Developer**").

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2025 ("**FY 2025 Budget**"), which begins on October 1, 2024 and ends on September 30, 2025, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2025 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2025 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request funding for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general

fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

MERITAGE HOMES OF FLORIDA, INC.

By: _____
Its: _____

EXHIBIT A: FY 2025 Budget

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

6

FIELD OPERATIONS AGREEMENT

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

HOME ENCOUNTER HECM, LLC, a Florida limited liability company, d/b/a HomeRiver Group whose address is 12906 Tampa Oaks Blvd, Suite 100, Temple Terrace, Florida 33617 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **Contractor’s Obligation.**

A. *Field Operations Management.* The Contractor shall provide the District with field operations management services for the Improvements and shall designate a representative for purposes of reporting to and coordinating with the District (“**Contractor’s Representative**”). The Contractor’s Representative shall initially be _____, and Contractor shall notify the District in writing of any change in the Contractor’s Representative. Contractor shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the

Improvements, as further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- B. *Inspection.*** The Contractor shall conduct periodic inspections of all Improvements. In the event the Contractor discovers any irregularities of, or needs of repair to, the Improvements, the Contractor shall report same to the District Contractor or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.*** The Contractor shall immediately notify the District Engineer and District Contractor, or a designated representative, concerning the need for emergency repairs of which Contractor is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.*** The Contractor shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Contractor, its employees or contractors. The Contractor agrees to promptly repair any damage to such property resulting from the Contractor's activities and work and to notify the District of the occurrence of such damage caused by the Contractor's activities within forty-eight (48) hours.
- E. *Limitations on Contractor's Duties.*** Notwithstanding anything contained herein to the contrary:
 - i.** The Contractor shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Contractor have the authority to approve change orders or additional services. Any proposals for change orders or additional services must be submitted to the District Manager for consideration by the District's Board of Supervisors.
 - ii.** The Contractor shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

3. **Compensation.** The District shall pay the Contractor Six Thousand Seven Hundred and Five Dollars (\$6,705.00) per month for the provision of field operations management services pursuant to the terms of this Agreement.

4. **Term; Termination.**

- A.** The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2024, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

- B.** Notwithstanding the foregoing, the Contractor and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice with or without cause. In the event of any termination, the Contractor and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties. Any termination of this Agreement shall not release District from its obligation to pay Contractor the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

5. **Insurance.** The Contractor shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Contractor shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

6. **Indemnity.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

7. **Recovery of Costs and Fees.** In the event either the District or the Contractor are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Contractor, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

8. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida*

Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. **Assignment.** Neither Party may assign this Agreement without the prior written approval of the other.

10. **Independent Contractor Status.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

11. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

12. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

13. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

14. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

15. **Notices.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

16. **Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

17. **Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in the County in which the District is located.

18. **Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Kristen Suit** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, SUITK@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

20. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

21. **E-Verify.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____
Date: _____

HOME ENCOUNTER HECM, LLC

By: _____
Its: _____
Date: _____

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A
Scope of Services

Managerial Services – \$6,705.00 per month

1. Operate the Common Elements and other property owned by the CDD (the “Property”) according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District’s policies and Rules of Procedure.
3. Solicit and negotiate bids for purchases of services and materials to the -District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District’s governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Agent may charge the fee for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/ non - Holiday per fiscal year. Any meeting over 3

hours will be billed at \$100 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9pm will be billed at \$100 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$100 per hour.

EXHIBIT B

Certificate of Insurance

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

7

Memorandum

To: Board of Supervisors

From: District Management

Date: August 15, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public

by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

8

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into to be effective as of the full execution of this Agreement:

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 ("**District**"); and

SEASONS SERVICE SELECT LLC d/b/a DOWN TO EARTH, a Delaware limited liability company, whose address is 2701 Maitland Center Pkwy., Suite 200, Maitland, FL 32751 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** ("**Work**"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Jillian Minichino to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District.

5. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

6. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin upon execution of this Agreement and end September 30, 2025 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor according to the proposals attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District.
- f. *Pay Increases.* The monthly compensation and all other fees shall increase annually at the beginning of each term after the Initial Term by the greater of i) 4% or ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "Selected Areas/All Items and Major Group

Figures for all Urban Consumers for Tampa - St. Petersburg – Clearwater, FL” or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the date twelve (12) months earlier, with that of the District’s fiscal year calendar, and shall be rounded to the nearest ten (10) dollars. Contractor reserves the right to increase the monthly compensation at contract renewal or due to *Force Majeure* events with thirty (30) days prior written notice to the District.

- g. *Fuel Surcharge*. Six months after the start of the Agreement, District agrees to pay Contractor a monthly fuel surcharge to the extent the fuel price exceeds \$3.25 per gallon, as reported at Florida Regular Conventional Retail Gasoline Prices. Each \$.50 incremental rise in fuel price will result in a 1% fuel surcharge (Example: If fuel price is \$3.75 per gallon, the fuel surcharge will be 1% of the total amount invoiced). If the fuel price drops below \$2.75 per gallon, District will receive a 1% reduction in the total amount invoiced for each \$.50 incremental reduction in fuel price. Adjustments will be applied to invoices each month, as applicable.

7. INSURANCE.

- a. At the Contractor’s sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS’ COMPENSATION/EMPLOYER’S LIABILITY: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.

- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

8. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer

guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

11. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

12. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the

materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

13. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

14. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

17. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however,

that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

20. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

21. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

22. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

23. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

24. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

25. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

26. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

27. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Springs at Lake Alfred
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Down to Earth
2701 Maitland Center Pkwy., Suite 200
Maitland, Florida 32751
DTEContractUpdates@down2earthinc.com
Phone: 321-263-2700
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

28. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

29. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

30. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta and Company Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT SUITK@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

31. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

32. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

33. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Martha Schiffer
By: Martha Schiffer
Its: CDD Chair

Date: _____

**SEASONS SERVICE SELECT LLC d/b/a
DOWN TO EARTH**

Corvin Farmer
By: Corvin Farmer
Its: Regional Operations Leader

Date: 6-5-24

- Exhibit A: **Scope of Services**
- Exhibit B: **Proposal Pricing**
- Exhibit C: **Maintenance Map**

This agreement starting date is June 17th, 2024
and will run through September 30th, 2025.

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be 42 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any

kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL).

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning

takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblane expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor

shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of [County] County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or

bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately 3,200 annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias

** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING



Landscape Maintenance Agreement

Attention:

Springs at Lake Alfred CDD
2300 Glades Road
Suite 410W
Boca Raton, FL. 33431

Submitted By: Down To Earth Landscape & Irrigation

Springs at Lake Alfred CDD

Landscape Maintenance Summary

(Base Maintenance)

Lawncare Maintenance Service		\$152,003.00	Annually
Irrigation Inspection		\$5,460.00	Annually
Fertilization/Pest Control		\$7,657.00	Annually

Total Annual Fee	\$165,120.00	*
Total Monthly Fee	\$ 13,760.00	*

EXHIBIT "C"

MAINTENANCE MAP

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Springs at Lake Alfred Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Lake Alfred, Polk County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s local records office shall be located at: _____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 20,299	\$ -	\$ -	\$ 20,299
Investments				
Reserve	-	142,534	-	142,534
Construction	-	-	7,292	7,292
Cost of issuance	-	513	-	513
Interest	-	131,685	-	131,685
Due from Landowner	11,506	-	-	11,506
Total assets	<u>31,805</u>	<u>274,732</u>	<u>7,292</u>	<u>313,829</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 22,887	\$ -	\$ -	\$ 22,887
Due to Landowner	10,000	6,298	-	16,298
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>38,887</u>	<u>6,298</u>	<u>-</u>	<u>45,185</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	11,506	-	-	11,506
Total deferred inflows of resources	<u>11,506</u>	<u>-</u>	<u>-</u>	<u>11,506</u>
Fund balances:				
Restricted for:				
Debt service	-	268,434	-	268,434
Capital projects	-	-	7,292	7,292
Unassigned	(18,588)	-	-	(18,588)
Total fund balances	<u>(18,588)</u>	<u>268,434</u>	<u>7,292</u>	<u>257,138</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 31,805</u>	<u>\$274,732</u>	<u>\$ 7,292</u>	<u>\$ 313,829</u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 12,277	\$ 47,193	\$ 85,765	55%
Total revenues	<u>12,277</u>	<u>47,193</u>	<u>85,765</u>	55%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	24,000	42,000	57%
Legal	-	8,640	25,000	35%
Engineering	-	-	2,000	0%
Dissemination agent*	83	250	750	33%
Telephone	16	150	200	75%
Postage	47	119	500	24%
Printing & binding	42	375	500	75%
Legal advertising	1,015	2,563	6,500	39%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	525	541	750	72%
Website hosting & maintenance	-	1,680	1,680	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,728</u>	<u>43,493</u>	<u>85,765</u>	51%
Operations and Maintenance				
Recreational - amenity				
Landscape maintenance	6,421	6,421	-	N/A
Total recreational expenses	<u>6,421</u>	<u>6,421</u>	<u>-</u>	
Utilities				
Electricity	523	523	-	N/A
Total utilities	<u>523</u>	<u>523</u>	<u>-</u>	N/A
Total field operations	<u>6,944</u>	<u>6,944</u>	<u>-</u>	N/A
Total expenditures	<u>12,672</u>	<u>50,437</u>	<u>85,765</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures	(395)	(3,244)	-	
Fund balances - beginning	(18,193)	(15,344)	-	
Fund balances - ending	<u>\$ (18,588)</u>	<u>\$ (18,588)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**These items will be realized the year after the issuance of bonds.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,142	\$ 2,398
Total revenues	<u>1,142</u>	<u>2,398</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	188,755
Underwriter's discount	-	82,800
Total expenditures	<u>-</u>	<u>271,555</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,142	(269,157)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	543,889
Total other financing sources	<u>-</u>	<u>543,889</u>
Net change in fund balances	1,142	274,732
Fund balances - beginning	267,292	(6,298)
Fund balances - ending	<u><u>\$ 268,434</u></u>	<u><u>\$ 268,434</u></u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,292	\$ 23,761
Total revenues	<u>7,292</u>	<u>23,761</u>
EXPENDITURES		
Construction costs	-	3,612,580
Total expenditures	<u>-</u>	<u>3,612,580</u>
Excess/(deficiency) of revenues over/(under) expenditures	7,292	(3,588,819)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	3,596,111
Total other financing sources/(uses)	<u>-</u>	<u>3,596,111</u>
Net change in fund balances	7,292	7,292
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ 7,292</u>	<u>\$ 7,292</u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

**MINUTES OF MEETING
SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Springs at Lake Alfred Community Development District held a Regular Meeting on May 16, 2024 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

Present were:

Martha Schiffer
Megan Germino
Gabriel Shamma

Chair
Vice Chair
Assistant Secretary

Also present:

Kristen Suit
Jere Earlywine (via telephone)
Bennett Davenport (via telephone)

District Manager
District Counsel
Kutak Rock LLP

FIRST ORDER OF BUSINESS

Call to Order/Roll

Ms. Suit called the meeting to order at 5:11 p.m.

Supervisors Shamma, Schiffer and Germino were present. Supervisors Camp and Staschiak were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2024-08,
Approving Proposed Budget(s) for FY 2025;
Setting a Public Hearing Thereon and
Directing Publication; Addressing
Transmittal and Posting Requirements;
Addressing Severability and Effective Date**

Ms. Suit presented Resolution 2024-08. She reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

The following change was made to the proposed Fiscal Year 2025 budget:

New Line Item and Amount: Add "Mulch" for \$10,000

Discussion ensued regarding expenses that might come online in Fiscal Year 2025.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-08, Approving Proposed Budget(s) for FY 2025, as amended; Setting a Public Hearing Thereon on August 15, 2024 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850 and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Ms. Suit presented Resolution 2024-09.

The following change was made to the Fiscal Year 2025 Meeting Schedule:

DATE: Delete June meeting

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-10, Ratifying, Confirming, and Approving the Sale of the Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of

the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, And All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2024-10 and read the title.

On MOTION by Ms. Schiffer and seconded by Mr. Shamma, with all in favor, Resolution 2024-10, Ratifying, Confirming, and Approving the Sale of the Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, And All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Ratification Items

- A. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
- B. Tampa Electric Company Bright Choices Lighting Agreement [Work Request No: 2444175 Phase 1A]
- C. Tampa Electric Company Bright Choices Lighting Agreement [Work Request No: 2495757 Phase 1B]
- D. Acquisition of Phase I Improvements

On MOTION by Ms. Schiffer and seconded by Mr. Shamma, with all in favor, the Ratification Items, as listed and presented, were ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Designating the Location of the Local

**District Records Office and Providing an
Effective Date**

This item was deferred.

EIGHTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of March 31, 2024**

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the Unaudited Financial Statements as of March 31, 2024, were accepted.**

NINTH ORDER OF BUSINESS

**Approval of March 21, 2024 Regular
Meeting Minutes**

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the March 21, 2024 Regular Meeting Minutes, as presented, were approved.**

TENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: Dewberry Engineers, Inc.**

There were no District Counsel or District Engineer reports.

- C. District Manager: Wrathell, Hunt & Associates, LLC**

- **NEXT MEETING DATE: June 20, 2024 at 11:30 AM**
 - **QUORUM CHECK**

The June 20, 2024 and July 18, 2024 meetings will be canceled. The next meeting will be August 15, 2024.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the meeting adjourned at 5:22 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Secretary/Assistant Secretary

Chair/Vice Chair

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 21, 2024	Regular Meeting	5:00 PM
April 18, 2024 CANCELED	Regular Meeting	5:00 PM
May 16, 2024	Regular Meeting	5:00 PM
June 20, 2024 CANCELED	Regular Meeting	5:00 PM
July 18, 2024 CANCELED	Regular Meeting	5:00 PM
August 15, 2024	Public Hearings and Regular Meeting	5:00 PM
September 19, 2024	Regular Meeting	5:00 PM