

AGENDA

Community Redevelopment Area Advisory Board

Thursday, November 5, 2020 | 3:00 PM – 5:00 PM

A. Financial Update & Project Tracker*

B. Housekeeping

C. Action Items

- i. Old Business
 - i. Meeting Minutes October 1, 2020 (Pg. 4-5)
- ii. New Business
 - i. Yard on Mass – Rent Deferral
 - ii. Talbot House – Parking Lease
 - iii. 114 East Parker Street
 - i. Bid Award
 - ii. Lease Proposal
 - iv. Robinson-Kyles Counseling and Testing Services - 110 West 7th Street

D. Discussion Items

- i. Dixieland Art Infusion

E. Adjourn

* For Information

NEXT REGULAR MEETING:

Thursday, December 3, 2020 3:00 - 5:00 PM – City Commission Conference Room

Downtown Fund



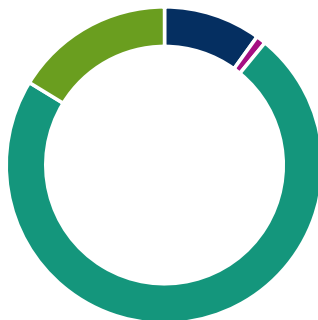
■ Available	\$16,669
■ Expenses	\$0
■ Encumbrances	\$1,192,847
■ Grant Allocations	\$700,000

Dixieland Fund



■ Available	\$82,944
■ Expenses	\$0
■ Encumbrances	\$171,858
■ Grant Allocations	\$200,000

Midtown Fund



■ Available	\$508,834
■ Expenses	\$51,128
■ Encumbrances	\$3,726,734
■ Grant Allocations	\$833,187

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

PROJECT PROGRESSION REPORT



STATUS KEY
RISKS / ROADBLOCKS
POTENTIAL RISKS
ON TRACK

Project	Status	Phase	Funding Allocated	Notes
114 E. Parker	ON TRACK	Bid-Notice to Award	\$350,000.00	Bid Evaluation Underway
Lake Parker Art Path	ON TRACK	Closeout	\$820,000.00	Construction Complete Accessory Structures Underway
Five Points Roundabout	POTENTIAL RISKS	Construction	\$175,000.00	Cul De Sac Under Construction Complete Roundabout Design Phase 30% Complete
Robson Neighborhood Septic to Sewer	ON TRACK	Preliminary	\$50,000.00	Partnership with Housing Division
Tapatios	ON TRACK	Construction	\$340,000.00	Pending Temporary Certificate of Occupancy
Mirrorton	ON TRACK	Construction	\$970,000.00	50% Complete; Preleasing Underway
N. Massachusetts Ave Development Agreement	ON TRACK	Agreement in Place	\$144,000.00	Developer Due Diligence
Providence Rd	ON TRACK	Design	\$1,100,000.00	DRMP Designing Project
W. 14th Street Sidewalk & Pedestrian Enhancements	ON TRACK	Design	\$280,000.00	Underway
South Florida Road Diet	ON TRACK	Construction	\$350,000.00	Underway

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

PROGRAM PROGRESSION REPORT



STATUS KEY
RISKS / ROADBLOCKS
POTENTIAL RISKS
ON TRACK

Grants/Programs	Status	Awards	Notes
Alley Vacating	ON TRACK	0	
Affordable Housing Partnerships	ON TRACK	2	Providence Reserve Seniors- Construction Underway Twin Lakes Phase II Vermont Ave Apartments- 16 Units
Design Assistance	ON TRACK	0	
Down Payment Assistance	ON TRACK	0	Underway; Housing Administered
Façade and Site	ON TRACK	0	
Fix-It Up	ON TRACK	0	Underway; Housing Administered
Food Related	ON TRACK	0	
Infill- New Construction	ON TRACK	18	Affordable Housing Land Bank Awarded
Infill Adaptive Reuse	ON TRACK	0	
Murals	ON TRACK	0	
Downtown Second Floor Renovations	ON TRACK	0	\$50,000 Allocation

**Community Redevelopment Area Advisory Board
Meeting Minutes
Thursday October 1, 2020
3:00 – 5:00 PM
Virtual Meeting**

Attendance

Board Members: Pastor Edward Lake (Chair), Brandon Eady (Vice-Chair), Harry Bryant, Brian Goding, Frank Lansford, Cory Petcoff and Cliff Wiley

Absent: Zelda Abram, Dean Boring and Brian Waller

Staff: Alis Drumgo, Terrilyn Bostwick, Iyanna Jones, and D’Ariel Reed

Guests: Jason Lewis, Christelle Burrola, Brandy Gillenwater, Mike Mustard, Brian Rewis, Jonathan Rodriguez and Jerrod Simpson

Packets

- Meeting Minutes dated July 9th, 2020
- Financial Update
- Project Progression Report

Housekeeping

Action Items – Old Business

Financial Update & Project Tracker

Alis Drumgo noted that the transitioning to the new fiscal year. Project recap will be provided at annual retreat. The Downtown Bark Park will not go forward the funds will be distributed back to the Downtown CRA funds. The Catalyst Development team based in Tampa rescinded their proposal for development of the Oak Street parking lot. Staff extended the bid opening period for 114 E. Parker due to the need for schedule of values from contractors. The bids will be presented at the November meeting.

Meeting Minutes dated July 9th, 2020

Pastor Eddie Lake moved approval of the minutes and Brian Goding second the motion which was approved uniaminously.

Action Items – New Business

923 E. Lemon Street TIF Agreement

Terrilyn Bostwick presented on the 923 E. Lemon Street TIF request. The request was made 923 E. Lemon St, LLC. The project consists of two parcels spanning one acre. The project will feature twenty two (22) apartment units, in five 2-story buildings, in the Downtown Garden District. The 100% plans are currently under review for permitting, and the final completion date is projected for fall 2021. Renderings of the project were presented to the board. The total assessed value of the properties is \$152,500 with an estimated improvement valued at \$2,384,930. The standard 5-year reimbursement term calculated at 50% is estimated at \$59,665.00. There was no public comment.

Frank Lansford motioned approval. Brian Goding second the motion which passed unianimously.

Discussion Items

Alis Drumgo mentioned the Board Retreat will be held October 12, 2020 virtually from 9:30 to 11:30am, and he noted that regular, in-person meetings would resume in November.

Adjourned at 3:16 PM

Next Meeting, Thursday, November 5, 2020 3:00 PM.

Eddie Lake, Chairman

Date

DRAFT



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Iyanna Jones, CRA Project Associate
Through: Alis Drumgo, CRA Manager
Date: November 5, 2020
Re: Yard on Mass—Rent Deferral

I. Background

The Project Redfish Team signed the lease for Yard on Mass on December 18, 2018 and officially opened for business November 2019. For the first six months of the initial term, no rent was assessed. However, the base annual rent for the remaining portion of the first year's initial term is assessed at \$6 per square foot of the building which is \$1,261 monthly. The current lease expires on October 30, 2022. The lease will automatically renew for an additional three years, given that the lessee is not in default of the lease terms.

On March 17, 2020, Governor DeSantis issued an Executive Order regarding the closure of bars, beaches and restaurants. Under this direction, all bars throughout the state of Florida were closed for 30 days due to COVID- 19. After March 31st, the closure of all bars lifted, and The Yard on Mass (YOM) reopened. The business stayed open for approximately three months thereafter. However, the Governor issued another order regarding the closure of all bars due to the surge in COVID-19 cases. This second closure caused a decline in sales which resulted in employee layoffs. Upon reopening, the YOM Team was innovative in utilizing alternatives such as To-Go Sales and Gift Card Sales to serve their customers. Despite the effort, sales continued to decline.

YOM Revenues

Month	Sales
January	\$45,387.34
February	\$39,191.29
March	\$22,834.00
April	\$2,346.42
May	\$7,413.40
June	\$8,106.99
July	\$240.00
August	\$0.00

The Yard on Mass Team would like some relief, while reestablishing its business its presence in the Mass Market Area. The YOM ownership is kindly requesting the rent deferment for fifteen (15) months, beginning June 1, 2020 through August 30, 2021, with repayment commencing September 1, 2021.

The 15-month repayment period will include the base rent of \$1,261.00 plus the deferred rent (\$18,915 total) which is \$1,576.25 monthly. The tenant will still be responsible for any utility fees and applicable sales and use taxes. The tenant will pay \$2,837.25 from September 2021 to October 2022.

Per the lease, the annual base rent shall increase each year by 5% during the lease term. However, staff is proposing no increases for the duration of the initial lease term which expires November 2022.

II. Board Consideration

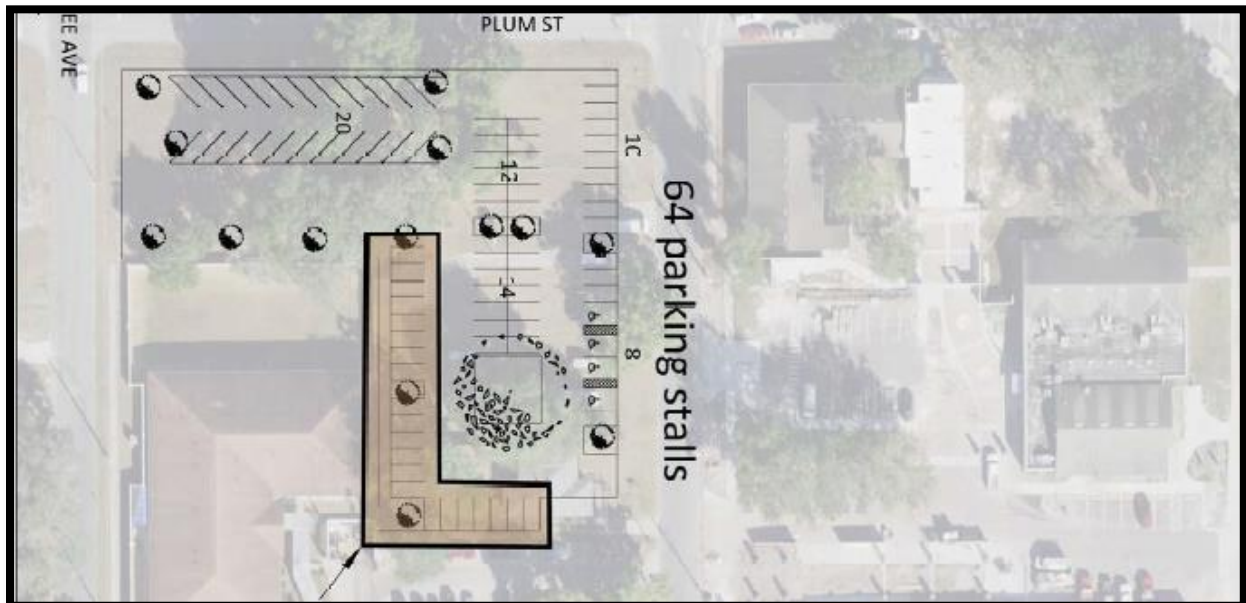
- At the Board's discretion, to recommend approval of rent deferment for Yard on Mass spanning fifteen (15) months as presented by Staff.
- At the Board's discretion to recommend no annual increase in rent for the duration of the initial lease term.

Memo

To: CRA Advisory Board
 From: D’Ariel Reed, CRA Project Manager
 Through: Alis Drumgo, CRA Manager
 Date: November 5, 2020
 Re: Talbot House Parking Lease

I. Background:

In August 2017, the CRA acquired the properties located at 830 and 848 North Kentucky Avenue for land assembly which are west of Mass Market. As the tenant’s businesses at Mass Market began to stabilize, staff quickly learned that parking was an issue. With the newly acquired property, staff began exploring design and cost for converting the properties into parking. The resulting design netted sixty-four (64) parking spaces.



II. Update

Prior to the CRA's acquisition, the previous property owner allowed Talbot House Ministries staff to park on the property during business hours. Dr. Brenda Reddout, Talbot House's Executive Director, approached staff about leasing twenty (20) spaces for continued use by Talbot House staff. While negotiating an appropriate rate per space, considering Talbot House's non-profit status, staff structured an agreement allowing for service in lieu of payment. CRA proposed use of the parking spaces in exchange for Talbot House's assistance with trash removal from the CRA properties in the immediate vicinity because dumping is a persistent issue in the area.

Here are a few images of the surrounding area just days after the CRA's lawn maintenance contractor services the neighborhood.



This proposed lease shall have an initial term of one year and provides for automatic one-year term renewals each year until otherwise noted in writing by either party. In lieu of a significant monthly payment, Dr. Reddout has agreed to payment of \$99 annually, and to ensure the regular upkeep of the CRA's adjacent properties.

III. Board Consideration:

- At the Board's discretion to approve the parking lease as presented by Staff.

IV. Attachments

- Proposed Parking Lease

LEASE AGREEMENT

THIS LEASE is entered into this ____ day of November, 2020, by and between the LAKELAND COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, (“LESSOR”), whose address is 228 South Massachusetts Avenue, Lakeland, Florida 33801, and Talbot House Ministries of Lakeland, Inc., a Florida Non Profit Corporation (“LESSEE”), whose address is 814 North Kentucky Avenue, Lakeland, Florida 33801. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. Leased Property. LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR twenty (20) parking spaces on real property (the “Property”) located at 830 North Kentucky Avenue, Lakeland, FL 33801, more particularly included as Exhibit “A” and described as follows:

SCHIPMANS SURVEY DB G PG 360 361 BLK 18 LOT 8 N1/2& LOT 10 & S1/2
OF LOT 12

2. Lease Term. The Lease shall commence upon full execution of the Lease by LESSOR and LESSEE upon the terms and conditions set forth herein.

3. Renewal Term. The term of this shall commence upon full execution and shall continue in effect for an initial term of one (1) year. Provided LESSEE is not in default of the terms of this Lease and neither party provides written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the expiration of the initial term, this Lease shall automatically renew for an additional one year term and shall likewise be renewed for additional one (1) year term subsequent thereto unless either party provides written notice of its intention not to renew this Lease at least sixty (60) days prior to the expiration of the then-current renewal term. In addition to the forgoing, either party may terminate this Lease at any time without cause by providing one hundred eighty days (180) days written notice of such intention to the other party hereto and this Lease shall terminate at the end of said 180-day notice period.

4. Lease Rate. LESSEE shall pay to the CRA ninety-nine dollars (\$99.00) annually for the lease of the Property upon execution and by October 1st of each subsequent year. In addition, LESSEE shall cleanup/pick up garbage, trash and debris, within the surrounding Right-of-Way of the block and on the Properties listed below.

830 N Kentucky Ave
204 E Parker St

5. Use of Property. The Property shall be used solely for parking and shall otherwise be used solely in accordance with all local, state and federal laws and regulations. The Property shall be available for LESSEE's use Monday through Friday.

6. Assignment. LESSEE shall not assign its rights or delegate its duties under this Lease without the express written consent of the LESSOR, which consent may be granted or denied in the LESSOR's sole discretion.

7. Default; Termination for Cause. In the event either party is in material breach of any condition of this Lease, the non-defaulting party shall provide written notice of such default to the defaulting party, which notice shall specify the nature of the default and grant the defaulting party thirty (30) days after receipt of such notice in which to cure the default. In the event the default is not cured within said curative period, then the defaulting party shall be considered in default of this Lease and the non-defaulting party, at its option, may immediately terminate this Lease and may additionally pursue any other remedy available to the non-defaulting party at law or in equity.

8. No Bailment. This Lease shall not be interpreted as a bailment agreement and the LESSOR shall have no duty to care for automobiles parked on the Property.

9. Right of Access. The LESSOR and its agents shall have full access to all areas of the Property for all purposes at all times but shall not unreasonably interfere with LESSEE's rights under this Lease.

10. Signage. LESSEE may erect signage on the Property with the prior written consent of the LESSOR provided such signage complies with all local, state and federal regulations.

11. Maintenance. LESSOR shall be responsible for the normal upkeep and maintenance of the Property. This includes mowing the grass, trimming low hanging

branches, removing fallen branches, and picking up trash. Mowing shall be completed on a routine basis consistent with other properties LESSOR maintains. The removal of live or fallen trees shall not be included in routine maintenance. The Property shall be maintained in accordance with the provisions of the City of Lakeland's Land Development Code and other applicable regulations.

12. Improvements. LESSEE shall not make any improvements to the Property without the prior written consent of the LESSOR.

13. Successors and Assigns. This Lease shall be legally binding upon and inure to the benefit of the parties hereto, and the parties' legal successors and permitted assigns.

14. Notices. All notices required or permitted under this Lease shall be in writing and delivered by hand delivery, U.S. certified mail, return receipt requested, or by a nationally recognized overnight courier service. Notice shall be deemed given on the date of actual delivery in the case of hand delivery or use of an overnight courier service, and, in the case of certified mail, on the earlier of the date of the signature on the return receipt or five (5) days subsequent to deposit into the U.S. postal system. Notices shall be addressed to the following individuals at the following addresses unless a party provides notice under this paragraph that notice should be addressed to other individuals or addresses:

LESSOR:
Community Redevelopment Agency
City Hall
228 South Massachusetts Ave.
Lakeland, Florida 33801
Attn.: Alis Drumgo, Manager

LESSEE:
Talbot House Ministries of Lakeland, Inc.
814 North Kentucky Ave.
Lakeland, FL 33801
Attn: Brenda Reddout

15. Insurance; Indemnification. LESSEE shall procure and maintain at all times during the duration of this Lease, insurance coverage of the following types and amounts with insurers possessing AM Best ratings of no less than A:

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect LESSEE and LESSOR against all claims arising from bodily injury, sickness, disease or death of any person other than LESSEE's employees, and damage to property of the LESSOR or others, arising out of any act or omission of LESSEE or LESSEE's guests, tenants, invitees, successors or assigns. This

policy shall also include protection against claims insured by usual personal injury liability coverage and shall provide insurance coverage for the contractual liability assumed by LESSEE under the hold harmless/indemnification provision set forth below.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 combined single limit each occurrence
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LESSOR shall be named as an additional insured on all policies and each policy shall require a sixty (60) day cancellation notice to LESSOR as a condition precedent to the cancellation thereof. The insurance requirements set forth herein shall in no way limit the liability of LESSEE. The LESSOR does not represent said insurance requirements to be sufficient or adequate to protect LESSEE's interests or liabilities; said requirements are merely minimums. Insurance required of LESSEE herein or any other insurance coverage available to LESSEE shall be considered primary. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its officers, agents and employees, from and against any and all claims, suits, demands, actions, damages, losses, costs and expenses, including attorney's fees and costs, incurred by LESSOR as a direct result of LESSEE's exercise of its rights under this Lease, the material breach of this Lease by LESSEE, or related to LESSEE's negligence or wrongful actions.

16. Ad Valorem Taxes. This Paragraph was intentionally deleted.

17. General Provisions.

(a) This Lease constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements between the parties, whether oral or written, with respect thereto.

(b) In the event of an occurrence beyond a party's reasonable control delaying or preventing performance hereunder, that party's performance shall be excused while such event continues, provided the affected party gives prompt notice of such event or occurrence to the other party hereto and takes all reasonable steps to eliminate the event or occurrence delaying or preventing performance. The times for performance set forth herein shall be extended for the period of time the event or occurrence delaying performance continues.

(c) This Lease shall not be subject to any rule requiring construction against the drafter hereof. The fact that one of the parties may have drafted or structured any provision of this Lease or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party.

(d) This Lease and any disputes arising from this Lease shall be governed by the laws of the State of Florida, irrespective of Florida’s choice of law provisions. Venue for any litigation shall be in the Tenth Judicial Circuit in and for Polk County, Florida or the United States Middle District Court of Florida, Tampa Division.

(e) No modification or amendment to this Lease shall be effective unless in writing and duly executed by both parties hereto. No waiver of any requirement of this Lease shall be effective unless in writing and duly executed by the party sought to be bound thereby. No waiver of any provision of this Lease shall be construed as a waiver of said provision as to any future application or a waiver of any other provision of this Lease unless specified otherwise in writing and duly executed by the party sought to be bound thereby.

(f) This Lease shall become effective upon execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers on the date first appearing above.

ATTEST:

**LAKELAND COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Kelly Koos, City Clerk

By: _____
H. William Mutz, LCRA Chairman

Approved as to Form and Correctness:

By: _____
Palmer Davis, City Attorney

WITNESSES:

**TALBOT HOUSE MINISTRIES OF
LAKELAND, INC.**

By: _____
Print Name: _____

By: _____
Brenda C. Reddout

Title:

By: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF POLK**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____, as _____ of Talbot House Ministries of Lakeland, Inc., who [] is personally known to me OR who [] produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 2020.

Notary Seal:

Notary Public:



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Terrilyn Bostwick, CRA Senior Project Manager
Through: Alis Drumgo, CRA Manager
Date: November 5, 2020
Re: 114 E. Parker Street Bid Award & Lease Proposal

I. Background:

In February 2018, the CRA Advisory Board reviewed renovation proposals for 114 E. Parker St as a response to a preliminary tenant inquiry for the building. The tenant was proposing a master lease for a multimedia company, Well Done Events!, with the ability to sublet to other tenants that would blend artistic space with multipurpose space.

In June 2018, Well Done Events!, owned by Dr. Sallie Stone, submitted a formal letter of intent to the CRA Advisory Board and revised proposal to be a master tenant at 114 E. Parker Street. The vision for the space with a primary use as office, to be called “The Well”, was to be a collaborative workspace and educationally focused resources for small business. The Board approval allowed for the “vanilla-box” improvements, and included proceeding with Well-Done Events! negotiations and renovation budget not to exceed \$350,000.00.

In September of 2019, after working with Furr, Wegman & Banks Architects to estimate the true cost costs of the project, Staff determined that, given the required site work and extensive renovations, and based on recent CRA-owned property renovations, it would be better to pursue a new build project. The CRA Advisory Board directed Staff to issue a Request for Proposals (RFP) for the new build project, and to draft a lease agreement with the tenant, Dr. Sallie Stone (doing business as Well Done Development, LLC).

II. RFP:

The CRA worked with Furr, Wegman & Banks Architects to prepare construction documents for issuance of the RFP for Bid No. 0252. Staff sought to establish the true cost of the project to prevent future change orders and cost overruns. The bids submitted are for the construction of a new office building (approximately 4,700 SF) at 114 East Parker Street. The work is required to be performed by a general contractor and includes required sitework and parking lot improvements.

The following is an Activity Timeline for Bid No. 0252:

Date	Activity
08/07/20	Bid No. 0252 Issued
08/19/20	Mandatory Bid Meeting & Site Visit
09/18/20	Bid Proposal Submission Deadline/Bid Opening
09/21/20	Bid Tabulations Forwarded to CRA by Purchasing
09/25/20	CRA Request for Additional Information – Schedule of Values (SOV)
10/02/20	SOV Submission Deadline
10/05/20 -10/16/20	Department Review and Evaluation of Bid Proposals
10/30/20	Notice of Intent to Award
11/05/20	Staff Recommendation Present to CRA Advisory Board

III. Evaluation Summary and Award Recommendation for Bid No. 0252:

- Twenty-three (23) Bid proposals were received by Purchasing Department.
 - 2 deemed non-responsive by Purchasing.
 - 21 eligible for department review.
- Evaluation criteria:
 - Complete packet received; including all items as outlined in Bid document.
 - Additional information submitted; Schedule of Values.
 - Rank by Low Bid Price (Bid Price Less Deductive Bid Alternates 1 and 2).
 - The Bid alternates were 1) gypsum board soffit and associated materials (interior ceiling architectural feature), and 2) acoustical (ceiling) clouds.
 - The deductive bid alternates were designed with the intent of providing the CRA with an option to reduce construction cost, before construction begins, at the full value of the labor and materials associated with them.
 - Bid alternates 1 & 2 were omitted by the CRA for cost savings.
 - Local Preference.
- Top lowest and most responsive bidders are:
 - CIC Construction Group USA, LLC (\$1,105,975.00)
 - RAM General Contracting & Development (\$1,107,672.00)
 - Miller Construction Management, LLC (\$1,108,230.00)
 - Strickland Construction, Inc (\$1,110,665.00)
- The bids were clustered within \$5,000.00, and with the provision for local preference:

Staff is recommending the award of Bid No. 0252, Construction of a New Office Building at 114 East Parker Street, to Miller Construction Management, LLC, and associated funding budget of \$1,313,000.00 which represents the construction cost plus an additional 15% for contingency.

IV. Lease:

Dr. Sallie Stone, Owner of Well Done Development, LLC, has agreed to enter into an agreement as master tenant of the new office building, approximately 4,700 SF, to be constructed at 114 East Parker Street. Staff and Dr. Stone, in consultation with the City Attorney's Office and Dr. Stone's Legal Counsel, have agreed to lease terms to be considered for approval by the CRA Advisory Board.

General Terms:

- 3-Year term with optional 3-Year renewal
- Lease rate of \$4 per SF
- No lease payments or maintenance fees in year 1.
- Lease and maintenance fee payments begin in year 2.
- Lessee responsible for liability insurance, utilities and all applicable sales and use taxes.
- Lessor grants Lessee a right of first refusal to purchase the Property at any time during the Term of this Lease.

CRA (Lessor) Commitments:

- Lessor shall improve site and construct building as approved by City of Lakeland site plan SIT20-013 and building permit BLD20-04155; and
- Construct an approximately 4,700 square foot building with related site improvements to accommodate an office building in accordance with the site improvement and building construction plans; and
- Deliver possession of the Property to Lessee after submittal of the final site improvement and building construction plans, and upon the issuance of a Certificate of Occupancy; and
- Provide permitting and construction oversight.

Well Done Development, LLC (Lessee) Commitments:

- Open for business as soon as practical following certificate of occupancy; and
- Lessee will provide Lessor with a total of \$50,000 to be deposited into an escrow account; to be used towards purchase of the property (first right of refusal – purchase option) should the Lessee opt to exercise.
 - \$25,000 due at lease signing; and
 - An additional \$25,000 due upon approval of the Certificate of Occupancy for the building.

Staff is recommending approval of the proposed lease terms with Well Done Development, LLC for property located at 114 East Parker Street.

V. Board Consideration

At the Board's discretion to recommend approval of:

- Notice of Intent to Award Bid contract to Miller Construction Management, LLC for the construction of a new office building at 114 East Parker Street; and
- Funding budget of \$1,313,000; and
- Proposed lease terms with Well Done Development, LLC for property located at 114 East Parker Street.

VI. Attachments

- Bid Evaluation Summary and Award Recommendation
- Proposed Lease with Well Done Development, LLC

Bid No. 0252: Construction of a New Office Building at 114 E. Parker St.

Evaluation Criteria

1. Complete bid response packet.
2. Schedule of Values (SOV) received.
3. Low Bid Price (Bid Price - Bid Price 2)
4. Local Preference

Responses Evaluated Based on Criteria	Vendor Name	Bid Price	Bid Price 2** Less Bid Alternates 1 + 2	Additional Materials Cost Plus %	Calendar Days to Start Work	Low Bid Price Rank	Preferred Bid Rank
	Park & Eleazer Construction	\$1,065,463.00	\$1,065,463.00	8.0%	21		
1	CIC Construction Group USA, LLC	\$1,136,775.00	\$1,105,975.00	25.0%	30	1	3
2	RAM General Contracting & Development	\$1,139,272.00	\$1,107,672.00	7.0%	10	2	
3	Strickland Construction, Inc	\$1,139,665.00	\$1,110,665.00	12.0%	20	4	2
4	Miller Construction Management, LLC	\$1,142,000.00	\$1,108,230.00	10.0%	20	3	1

Local Preference = 2.0% of Bid Price up to \$10K Max

Disqualified: Incomplete bid packet

**Bid Price 2 reflects reduction of Bid Price by both Deductive Bid Alternates 1 and 2.

Preferred Bid: Miller Construction Management, LLC selected based on meeting all 4 of the evaluation criteria.

LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease") is made and entered into this ___ day of _____, 2021, by and between the **Lakeland Community Redevelopment Agency**, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("LESSOR"), and Well Done Development, LLC, a Florida limited liability company, whose principal address is 6796 Canbury Drive, Lakeland, FL 33809 ("LESSEE"). For and in consideration of the lease payments to be made hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. Leased Property. LESSOR agrees to lease to LESSEE, and LESSEE agrees to lease from LESSOR, that certain real property, the street address of which is 114 E Parker Street, Lakeland, Florida, as more particularly described in **Exhibit "A"** attached hereto, together with the building, structures and/or improvements located (or to be located) on the land, and all easements, rights and privileges appurtenant thereto (collectively, the "Property"). LESSEE agrees to accept the Property "as is," with the exception that LESSOR must first complete LESSOR's commitments as set forth on Exhibit B hereto, and LESSOR makes no representations or warranties as to the fitness or suitability of the Property for LESSEE's intended uses. This Lease does not include the right to utilize any shared parking facilities owned by LESSOR on other property. LESSEE must execute a separate shared parking agreement with LESSOR in order to secure parking rights in shared parking facilities on other LESSOR property.

2. Lease Term; Initial Term. Although this Lease shall be effective upon full execution by LESSOR and LESSEE, the initial term of this Lease (the "Initial Term") shall commence on the Term Commencement Date (as hereinafter defined), and expire at 11:59 p.m. on the day immediately preceding the third anniversary of the Term Commencement Date; provided, however, if such anniversary or expiration date is other than the last day of a calendar month, then such anniversary or expiration date shall be deemed to be 11:59 p.m. on the last day of the calendar month in which such anniversary or expiration date occurs. The "Term Commencement Date" is the date on which the building to be constructed on the Property as described in Exhibits B and C receives a certificate of occupancy.

3. Deposit; Rent. LESSEE will pay to LESSOR a non-refundable deposit of Two Thousand, Five Hundred Dollars (\$2,500.00) upon the execution of this Lease. No rent will be assessed for the first twelve (12) months of the Initial Term. After the first year, base rent, commencing in year two of the lease term will be \$4 per square foot of the building to be constructed upon the Property pursuant to this Lease Agreement. After the second year, commencing in year three, annual base rent will increase each year of the Lease by 2.5%. Payments of rent by LESSEE shall be made monthly in advance on or before the first day of each month.

4. Renewal Term. Provided LESSEE is not in default of the terms of this Lease and either party does not provide written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the end of the Initial Term, this Lease shall automatically renew for an additional three-year term (the "Renewal Term"). The Initial Term and Renewal Term are collectively referred to herein as the "Term." In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the Initial Term, at its sole expense, remove its personal property from the Property, and return the Property to substantially the same condition which existed upon completion of the Lessee

Commitments, reasonable wear and tear excepted. LESSOR shall retain ownership of the building to be constructed upon the Property pursuant to Exhibits B and C upon the expiration or termination of this Lease.

5. Right of First Refusal. LESSOR grants LESSEE a right of first refusal to purchase the Property during the Term of this Lease. LESSOR will notify LESSEE in writing of any offer or expression of interest from any third party to purchase all or any portion of the Property. If LESSOR receives an offer by any third party to acquire all or any portion of the Property on terms that are acceptable to LESSOR, it promptly will provide such offer to LESSEE. LESSEE will have 30 days from receipt of such offer to commit, in a legally binding writing and with the appropriate deposit placed in escrow as provided in Exhibit C, to purchase the portion of the Property covered by such offer on terms substantially identical to the terms offered; provided, however, that if the offer is for less than all of the Property, LESSEE may offer to purchase the entire Property on terms substantially identical to the offered terms, adjusted as appropriate to account for LESSEE's purchase of the entire Property. If LESSEE fails timely to deliver a written commitment to purchase, LESSOR may accept the offer and proceed with a sale of the Property on the terms offered to LESSEE. If there are any changes in the offered terms or the proposed transaction fails to close, LESSEE will again have a right of first refusal as provided above. LESSEE may record a notice of this right in the Public Records of Polk County, Florida. Regardless of whether LESSEE does so, LESSOR will inform all parties expressing any interest in the Property of LESSEE'S right of first refusal. Nothing herein shall require LESSOR to sell the Property to LESSEE or a third party on terms and conditions that LESSOR, in its sole discretion, does not find to be acceptable. LESSOR shall at all times have the discretion to retain ownership of the Property.

6. Late Payment. In the event that any payment of rent or any other charge required to be paid by LESSEE under the provisions of this Lease shall not be paid within ten (10) days of the due date, LESSEE shall pay to LESSOR a late charge of five (5%) percent of such past due payment.

7. Use of Property. Unless LESSOR agrees otherwise in writing, LESSEE shall use the Property solely for office-related activities ("Intended Use"). LESSOR agrees to diligently proceed with plans and approvals for land, building and site improvements as defined in Exhibit "B," attached hereto. LESSEE shall obtain the written consent of LESSOR prior to making any alterations to the Property, outside of the Lessee Commitments referenced in Exhibit "C," attached hereto. LESSEE shall obtain the written consent of LESSOR prior to using any common space appurtenant to the Property for purposes other than those purposes customarily incident to the lease of property, such as parking, ingress-egress or solid waste disposal.

8. Property Maintenance, Management and Repair.

(a) Management. The LESSOR shall manage the maintenance and repair of the Property and all such costs associated therewith shall be passed through to and paid by the LESSEE. The LESSEE shall also pay all utilities, property taxes, applicable sales and use taxes and property insurance.

(b) Repairs and Maintenance. LESSOR shall, at all times during the term of this Lease keep and maintain in good order and condition the building and all improvements on the Property. It is expressly agreed that the LESSOR shall be responsible for any publicly owned or maintained improvements on or near the premises. The LESSOR covenants to maintain the Property in a commercially reasonable condition and it is the intent of the parties that the LESSOR shall be responsible for all reasonably necessary maintenance and repairs of the Property and improvements thereon, and that

the LESSEE shall have no responsibility to repair the Property. LESSOR is obligated to maintain the rights-of-way surrounding the Property.

- (c) Alterations. Subject to the approval right granted to LESSOR in the following section, LESSEE shall have the right to make alterations or improvements to the Property. Any such improvements, unless removed by LESSEE as provided above, upon the expiration or termination of this Lease, shall become the property of the LESSOR free and clear of any claim or lien, unless the right of first refusal provided for herein is exercised by LESSEE. LESSOR shall have the right to approve any modifications to the Property. LESSEE shall not permit the creation of any liens for improvements, repairs, labor or materials to be imposed on the Property and in the event such lien shall be filed, shall at its own cost and expense, cause the same to be cancelled and discharged of record within thirty (30) days after notice of filing thereof.

9. Damage to Property by Fire or Other Casualty.

(a) In the event that the Property is totally destroyed or damaged by fire or other casualty and, in the reasonable judgment of either party, the same cannot be repaired or restored within one hundred eighty (180) days, then LESSOR or LESSEE may terminate this Lease by written notice to the other party within thirty (30) days after the casualty, and the rent shall abate as of the date of casualty for the balance of the Term. If LESSOR or LESSEE do not exercise said termination right within the thirty (30) day time period specified above, then LESSOR shall promptly and diligently pursue the repair and restoration of the Property upon the receipt of sufficient insurance proceeds to effect such repair and restoration and rent shall be abated until the Property has been repaired to substantially the same condition as existing prior to the casualty. LESSOR shall have no obligation to undertake the repair or restoration of the Property if adequate insurance proceeds are not available to complete such repair or restoration and either party may terminate this Lease in such event.

(b) If the damage caused as above is only partial and such that the Property, in LESSOR's reasonable judgment, can be restored within one hundred eighty (180) days, then LESSOR shall restore the same (excluding fixtures and improvements owned by LESSEE) upon the receipt of sufficient insurance proceeds to effect such repair and restoration. Rent shall abate in such proportion as the Property has been damaged until the Property has been repaired to substantially the same condition as existing prior to the casualty. LESSOR shall have no obligation to undertake the repair or restoration of the Property if adequate insurance proceeds are not available to complete such repair or restoration and either party may terminate this Lease in such event.

(c) Notwithstanding Subparagraphs 9(a) and (b) above, in the event LESSEE is determined to be responsible for damage to the Property by fire or other casualty, then LESSEE shall reimburse LESSOR for all costs and expenses incurred by LESSOR to repair or replace the Property (but only to the extent such amounts are not covered under any insurance required to be carried by LESSEE).

10. Default; Remedies. In the event either party is in material breach of any condition of this Lease, the other party shall provide written notice of such breach, which notice shall specify the nature of the breach and provide thirty (30) days after receipt of such notice in which to cure the breach. If the breaching party fails to cure the breach within said thirty-day period of time, then the breaching party shall be considered in default of this Lease and the non-breaching party may, at its option,

terminate this Lease or continue this Lease and seek legal or equitable remedies with respect to such breach. If the non-breaching party elects to terminate this Lease, it will provide 60-day written notice to the breaching party prior to the effective date of termination. Each party's right to terminate hereunder shall not preclude a party from seeking any other remedy at law or equity which such party, in its sole discretion, may choose to pursue in order to be made whole; provided, LESSOR agrees to use its reasonable efforts to mitigate LESSEE's damages from and after any termination.

11. Mechanic's Liens Prohibited. LESSEE shall not permit or suffer any mechanic's lien to be filed against the Property by reason of work, labor, services or materials performed or furnished to LESSEE or anyone holding the Property, or any part thereof, through or under LESSEE. If any such mechanic's lien shall at any time be filed against the Property, LESSEE shall, at LESSEE's cost, within thirty (30) days after written notice of the filing of any mechanic's lien, cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. Notwithstanding the foregoing, LESSEE shall not be liable for any mechanic's liens for work done by or on behalf of LESSOR at LESSOR's expense.

12. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Polk County Health Department.

13. Insurance. LESSEE shall procure and maintain policies of insurance in such amounts and coverages with insurers with AM Best ratings no less than A-, as set forth below. Except for Workers' Compensation, all such policies shall list the Lakeland Community Redevelopment Agency as an additional insured:

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the LESSEE and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the LESSEE's employees, or damage to property of the LESSOR or others, arising out of any act or omission of the LESSEE or its agents, employees, guests, invitees, contractors or subcontractors, and shall be inclusive of property damage resulting from explosion, collapse or underground (XCU) exposures. This policy shall also include protections against claims insured by usual personal injury liability coverage, and shall insure the contractual liability assumed by the LESSEE under the article entitled Indemnification.

The liability limits shall not be less than:

Bodily Injury	\$1,000,000
Property Damage	Combined
occurrence	single limit each

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limit each employee. ("All States" endorsement is required where applicable). If exempt from Workers' Compensation coverage, as defined in Florida Statute 440, the LESSEE will provide a copy of the State Workers' Compensation exemption. All

Subcontractors shall be required to maintain Workers' Compensation.

LESSOR will provide owners insurance on the Property and building to be constructed upon the Property with limits equal to the full replacement cost and insuring against all perils as are customary for property owners in the Lakeland, FL area.

14. Indemnification. To the extent permitted by law, LESSEE agrees to defend, indemnify and hold harmless LESSOR, its officers, employees and agents, from and against any and all claims, losses, liabilities, penalties and expenses, including reasonable attorney's fees and costs, incurred by LESSOR as a result of LESSEE's use or occupancy of the Property, or the use or occupancy of the Property by LESSEE's employees, agents, subtenants, guests, invitees, or any other persons for whose actions LESSEE is responsible. To the extent permitted by law, LESSOR shall indemnify, defend and hold LESSEE harmless from and against any claim of damage to person or property arising out of LESSOR's negligence or intentional misconduct. Nothing herein shall be construed as a waiver of the defense of sovereign immunity by LESSOR and LESSOR's obligations under this Paragraph shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes. The provisions of this Paragraph 14 shall survive the termination or expiration of this Lease with respect to any claims or liability occurring prior to such termination or expiration.

15. Assignment. LESSEE may not assign its rights or delegate its duties under this Lease without the express written consent of LESSOR, which consent shall not be unreasonably withheld.

16. Waiver. The failure of either party to insist upon the strict performance of any term or condition contained in this Lease shall not be construed as a waiver of such party's right to insist upon the strict performance of such term or condition in the future or any other obligation contained herein. No waiver shall be effective unless acknowledged in writing by the party to be bound thereby.

17. Notices. All notices required or permitted under this Lease shall be in writing and given to the individuals designated below at the following addresses:

LESSOR:

Community Redevelopment Agency Manager
228 S. Massachusetts Ave.
Lakeland, Florida 33801

With a copy to:

City Attorney
228 S. Massachusetts Ave.
Lakeland, Florida 33801

LESSEE:

Well Done Development, LLC
6796 Canbury Drive
Lakeland, FL 33809

With a copy to:

Robert H. Van Hart
The Law Office of Robert H. Van Hart
1742 E. Edgewood Drive
Lakeland, Florida 33803

Notice shall be given by certified mail, return receipt requested, by hand delivery, or by recognized overnight courier service such as Federal Express or UPS. Notice shall be deemed given on the earlier of the date of the signature indicated on the return receipt or five (5) days after deposit into the U.S. postal system in the case of certified mail, the date of actual hand delivery, or the next business day in the case of delivery by overnight courier service. The individual to receive notice and the address to which notice is to be delivered may be changed by providing notice of such change in accordance with the provisions of this paragraph.

18. Governing Law; Venue; Waiver of Jury Trial. Any dispute arising out of this Lease shall be governed by the laws of the State of Florida. Venue for any legal action shall lie in the courts of Polk County, Florida or the United States Middle District Court of Florida, Tampa Division. LESSOR and LESSEE waive the right to a trial by jury for any action, proceeding, or counterclaim brought by either party against the other on any matter arising out of or incident to this Lease, Lessee's use and occupancy of the Property or any claim of damage.

19. Force Majeure. In the event of an occurrence beyond a party's reasonable control delaying or preventing performance hereunder, that party's performance shall be excused while such event continues, provided the affected party gives prompt notice of such event or occurrence to the other party hereto and takes all reasonable steps to eliminate the event or occurrence delaying or preventing performance. The times for performance set forth herein shall be extended for the period of time the event or occurrence delaying performance continues.

20. Interpretation. This Lease shall not be subject to any rule requiring construction against the drafter hereof. The fact that one of the parties may have drafted or structured any provision of this Lease or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party. All references to days herein shall be to calendar days unless otherwise indicated. The captions or paragraph headings herein are solely for convenience of reference and shall not be used to construe or interpret any provision of this Lease. Wherever used herein, the singular shall include the plural and the plural shall include the singular. All exhibits and attachments referenced in this Lease are fully incorporated herein and shall be deemed a part of this Lease as though fully set forth herein. The terms "shall" and "will" are mandatory; "may" is discretionary.

21. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and the parties' successors and assigns.

22. Survival. All rights and obligations of the parties that are expressly referenced hereunder as surviving will survive the expiration or earlier termination of this Lease. The obligation to pay any sums of money due and owing from one party to the other upon the expiration or termination of this Lease shall survive such expiration or termination.

23. Severability; Counterparts. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. Each covenant, agreement, obligation or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease unless otherwise expressly provided. This Lease may be executed in two or more counterparts, all of which together shall constitute but one and the same Lease.

24. Entire Agreement. This Lease represents the entire understanding and agreement

between the parties and supersedes any previous understandings or agreements pertaining to the subject matter hereof. No modification of this Lease shall be of any binding effect unless in writing and executed by both parties hereto.

25. Good Faith and Fair Dealing; Consents. LESSOR and LESSEE acknowledge their agreement to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith. Except as expressly set forth in this Lease, in each instance where the consent of a party hereto is made a prerequisite to any act or decision under this Lease by the other party hereto, such consent shall not be unreasonably withheld, refused, delayed or conditioned, and all reasons for not giving such consent shall be specified in writing. Anything contained herein to the contrary notwithstanding, in the event that LESSOR fails to respond to a request by LESSEE for any consent or approval of LESSOR required under this Lease within the specific time period set forth in the applicable provision of this Lease, such consent or approval of LESSOR shall be deemed granted.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date first appearing above.

LESSOR: LAKELAND COMMUNITY REDEVELOPMENT AGENCY

By: _____
H. William Mutz, Chairman

Attest:

By: _____
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: _____
Palmer Davis, City Attorney

LESSEE: WELL DONE DEVELOPMENT, LLC

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of _____, who is personally known to me _____ or who produced _____ as identification.

Notary Seal:

Signature of Notary Public

LEASE AGREEMENT

Exhibit A – Property Description

114 E Parker Street (0.31 Acre)
Parcel ID 242818-203000-017020

Property Description:
SCHIPMANS SURVEY DB G PG 360 361 BLK 17 LOT 2

LEASE AGREEMENT

Exhibit B – Lessor Commitments

LESSOR agrees to diligently proceed to complete the items detailed below. Unless otherwise specified, LESSOR will perform the commitments listed in this Exhibit B at its sole cost and expense.

1. Demolish the structure and any related improvements currently located on the Property and grade the vacant site such that the site is ready for construction of the building and site improvements to be constructed by LESSOR.
2. Procure an architect to prepare site improvement and building construction plans for the Property. LESSOR and LESSEE shall mutually agree to the site improvement and building construction plans. LESSOR shall improve site and construct building as approved by City of Lakeland site plan SIT20-013 and building permit BLD20-04155.
3. Construct an approximately 4,700 square foot building with related site improvements to accommodate an office building and ADA-accessible restrooms in accordance with the site improvement and building construction plans mutually agreed to by the parties.
4. Deliver possession of the Property to LESSEE after submittal of the final site improvement and building construction plans, and upon the issuance of a Certificate of Occupancy.
5. Provide permitting and construction oversight.

LEASE AGREEMENT

Exhibit C – Lessee Commitments

Upon completion of LESSOR's commitments detailed in Exhibit B, LESSEE agrees to accept possession of the Property and to proceed with due diligence to perform the LESSEE commitments detailed below. Unless otherwise specified, LESSEE will perform the commitments listed in this Exhibit C at its sole cost and expense:

1. Open for business as soon as practical following certificate of occupancy.
2. Upon execution of the Lease, LESSEE will provide LESSOR with \$25,000 to be deposited into an escrow account. Upon approval of the Certificate of Occupancy for the building, LESSEE will provide LESSOR with an additional \$25,000 to be deposited into an escrow account. The \$50,000 are to be used towards purchase of the property (first right of refusal – purchase option). The total of funds shall be refunded at lease termination or expiration or if first right is not exercised.



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Iyanna Jones, CRA Project Associate
Through: Alis Drumgo, CRA Manager
Date: November 5, 2020
Re: Robinson-Kyles Grant Request (110 W. 7th Street)

I. Background

Jeanene Robinson -Kyles, PhD founded Robinson – Kyles Counseling and Testing Services in 2014 after obtaining her Doctorate Degree in Psychology at the Miami University. The business is currently located at 1604 E. Gary Road and has been in operation for six years.

Due to the business’s success and growth, she has decided to move her services into the CRA district at 110 W. 7th Street which sits vacant and is located along a major corridor in Midtown CRA. This location would allow accessibility to current clients and potential clients in nearby neighborhoods. The goal is to continue serving the community by providing professional services and job opportunities to those in the surrounding communities.

In order to relocate the business, Mr. Robinson sought bids for the work which came in at approximately \$85,000. Mr. Robinson hired Mr. Charles Jackson of Mijan Construction as the Project Manager. In concurrence with Mr. Jackson, Staff also recommended selective interior demolition to gather a truer cost of the work. After the exploratory demo, the estimated total cost of the renovations is triple the original estimate at \$260,000. The owner is financially prepared to proceed with the original project estimate valued at \$85,000. As a result of the budget shortfall, the business owner is kindly requesting a grant of \$175,000 to move the project forward. In addition to the demo work, design fees and general contractor fees, Mr. Robinson invested \$150,000 in the purchase the building. Should the grant be approved, the funds would need to be remitted in progress payments rather than the traditional reimbursement format. The owner is also committed to taking on any additional costs for the project should there be overruns.

II. Board Consideration

At the Board's discretion to approve the grant request not to exceed \$175,000 with progress payments over the duration of the project as presented by Staff.

Attachments

- Project Scope