

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Community Redevelopment Agency Advisory Board

Thursday, August 4, 2022 | 3:00 PM – 5:00 PM
City Commission Conference Room, City Hall

A. Financial Update & Project Tracker*

B. Housekeeping

C. Action Items

- i. Old Business
 - i. Meeting Minutes July 7, 2022 (Pg. 5-9)
- ii. New Business
 - i. Proposed Expanded Community Policing Innovation Partnership with the Lakeland Police Department (Pg. 10-17)

D. Discussion Items

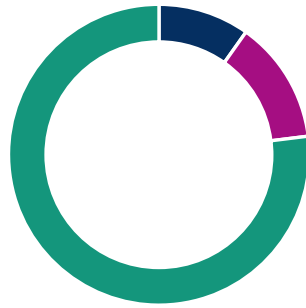
E. Adjourn

* For Information

NEXT REGULAR MEETING:

Thursday, September 1, 2022, 3:00 - 5:00 PM

Downtown Fund



- Available
\$316,829
- Expenses
\$426,114
- Encumbrances
\$2,483,259

Dixieland Fund



- Available
\$14,177
- Expenses
\$397,135
- Encumbrances
\$863,707

Midtown Fund



- Available
\$195,275
- Expenses
\$1,830,272
- Encumbrances
\$6,716,970

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

PROJECT PROGRESSION REPORT



STATUS KEY
RISKS / ROADBLOCKS
POTENTIAL RISKS
ON TRACK

Project	Status	Phase	Funding Allocated	Notes
Five Points Roundabout	ON TRACK	Construction	\$500,000	Funding Increased for FY22 with Construction Scheduled to Commence Fall 2022
Robson Neighborhood Septic to Sewer Study	ON TRACK	Planning	\$50,000	Underway
Mirrorton	ON TRACK	Complete	\$970,000	Complete; Substation Screenwall RFP; Award of Contract Pending
N. Massachusetts Ave Development Agreement	ON TRACK	Agreement Pending	TBD	Developer Due Diligence; Contamination Monitoring Established
Providence Rd	ON TRACK	Project Planning	\$1,000,000	Project Estimated at \$7.1 million dollars; Programmed for FY 26-27
Central Avenue Pedestrian Improvements	ON TRACK	Pre-Construction	\$102,500	Design; MOU In Place
N. Scott Avenue Sidewalk Improvement	ON TRACK	Pre-Construction	\$191,000	FY2022; MOU In Place
Oak Street RFP	ON TRACK	Negotiation	TBD	Development Agreement Negotiations Underway
Emma Street Sidewalk Improvement	ON TRACK	Preliminary	\$140,000	FY2023; MOU In Place

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

PROGRAM PROGRESSION REPORT



STATUS KEY	
RISKS / ROADBLOCKS	
POTENTIAL RISKS	
ON TRACK	

Grants/Programs	Status	Active Awards	Notes
Alley Vacating	ON TRACK	1	Downtown to Facilitate 313 N. Mass Development
Affordable Housing Partnerships	ON TRACK	1	Twin Lakes Phase II
Design Assistance	ON TRACK	2	Dixieland: Unlimited DPI; - Midtown: Farmer's Insurance
Down Payment Assistance	ON TRACK	2	Underway (Housing Administered)
Façade and Site	ON TRACK	13	Dixieland: 360 Unlimited; Biscuits & Benedicts; Dixieland Auto Parts; Dixieland Mall ; Quick Print Express; Reececliff Family Diner; Sanoba Law Firm, Unlimited DPI Midtown: Artistic Nail & Beauty, John Paul Dentistry; Labor Finders; Nyammin Kitchen & Grill ; Richard Fox Plumbing
Fix-It Up	ON TRACK	6	Jairus Rutherford; Kimberly Lanier; Maria Cruz; Mia Colston; Patricia Jordan; Steven Griffin; Tyrone Hunt;
Infill- New Construction	ON TRACK	4	Impeccable Construction (1 SF house & 3 townhomes)
Infill Adaptive Reuse	ON TRACK	12	Dixieland: Biscuits & Benedict , Sanoba Law Office; Unlimited DPI; Vanguard Room; Downtown: Bank of America; Edward-Macy Building Midtown: Artistic Nail & Beauty; John Paul Dentistry; Lakeland Town Center; Mary's Bagels; Nyammin Kitchen and Grill ; Richard Fox Plumbing
Dixieland Art Infusion	ON TRACK	10	Agnes Building; Artman Law Office; Dixieland Auto Parts; Quick Print; Reececliff Family Diner; Reflections of Excellence ; Sanoba Law Firm; Stationary Lofts ; Swan Brewing; Unlimited DPI
Downtown Second Floor Renovations	ON TRACK	2	Gore Building; TR Hillsborough
EDGE	ON TRACK	2	Downtown: Studio C; TR Hillsborough
STEMM	ON TRACK	0	None

**Community Redevelopment Area Advisory Board
Meeting Minutes
Thursday July 7, 2022
3:00 – 5:00 PM
City Commission Conference Room, City Hall**

Attendance

Board Members: Brandon Eady (Chair), Commissioner Chad McLeod, Chrissanne Long, Harry Bryant, Terry Coney, Frank Lansford, Teresa O'Brien and Kate Lake

Absent: Brian Waller and Brian Goding (Vice Chair)

Staff: Brian Rewis, Shelley Guiseppi and Carlos Turner

Guests: Assistant City Attorney Jerrod Simpson, Sara Walsh (The Ledger), Cynthia Haffey, Lucille Pfernd, Gary Clark, Lisa Alberger, David Bunch, Jack Murphy, Sam Galloway, Crystal Davis, Jennie Nesore, Misti Carman, Bill Read, Arlene Ramirez, Sebastian Guevera, Denise Roberts, Charles Barmby and Khalil Majied

Packets

- Meeting Minutes dated April 7, 2022
- Financial Update
- Project Progression Report
- Memo – Crystals World of Dance Lease Renewal
- Memo – Lake Wire Development TIF Agreement
- Memo – Stone Cabin Coffee & Cheesecake Grant Request
- Memo – Friends of Freedom Monument Funding Request

Housekeeping

Action Items – Old Business

Financial Update & Project Tracker

Brian Rewis advised no new highlights regarding finances and projects are on track.

Housekeeping

Brian Rewis provided an update regarding the current staffing. He advised the current staff consists of Project Manager Shelley Guiseppi, Office Support Carlos Turner and himself who is acting as CRA Manager in the interim.

Meeting Minutes Dated April 7, 2022

Chrissanne moved to approve, and Commissioner McLeod second motion, which passed unanimously.

Action Items – New Business

Crystals World of Dance Lease Renewal

Brian Rewis advised the current lease expires on December 1, 2022 and contains renewal language that states the renewal is based on mutual consent with both parties 120 days before the end of the lease. The current rent will remain \$750 for the first year and then increase by five percent for years two and three of the three-year renewal terms. This change is based on the cost of building maintenance and lawn maintenance that has not been fully passed through the tenant. This means the CRA was paying the cost but not recovering the cost from the tenant. Staff recommends the changing of the lease.

Brandon Eady asked for Crystal Davis to give a brief update on how business is going and her relationship with the CRA.

Crystal Davis stated the business was affected by COVID but has seen an increase this summer. She stated there is a great relationship with her and the CRA. They are currently working with Parker Street Ministries to help with improving the neighborhood for the children and surrounding businesses.

Kate Lake thanked Crystal for her efforts in helping the children.

Terry Coney moved to approve the lease renewal as presented. Kate Lake seconded the motion which passed unanimously.

Lake Wire Development TIF Agreement

Brian Rewis presented the Lake Wire Development TIF agreement. The request is from applicant Lake Wire Owner, LLC which is a subsidiary of Carter USA. The site consists of nine (9) parcels totaling 22.19 acres. The request is for the first phase of the development which is a total 13.44 acres. The plan for phase 1 is four, four-story buildings with 300 apartments and approximately 15,000 square feet of retail with an estimated completion date of Summer 2024. Staff has recommended approval for a standard TIF request which is 50% for five (5) years. Carter USA as Lake Wire Owner, LLC is requesting a modified TIF reimbursement of 75% for ten (10) years.

Brandon Eady advised it is important we have a standard to follow but we should also take into consideration the scale and where the project is to determine the modified request. Brandon requested the representative from Carter to explain the project further.

Jack Murphy from Carter USA began to explain the project further. He advised the first phase is for good quality apartments and approximately 15,600 sq. ft of retail buildings. They are very excited about the project regarding the uniqueness of the parcels. He advised the TIF agreement will assist with the closing of the loan from the bank to begin the construction.

Brandon requested Carter USA to explain how the TIF will help with obstacles of the project.

Jack Murphy advised it will help in a huge way. Based on the loan process, the TIF will help with the tax amount which will then help increase the amount of the loan they are able to receive. This will provide more funding for the project.

Brandon questioned how the modified 75% TIF came about.

Jack Murphy stated he previously spoke with CRA Staff and was advised of the standard but was also advised they can request more at the discretion of the Board.

Terry Coney asked if the cross bridge that was previously planned for this area is in the Carter plan.

Jack Murphy advised there is an easement to connect the walking trail to the RP Funding Center and Bonnet Springs Park, and another easement for a bridge system. There is currently no funding available but the easements that are in place will allow those amenities to be added later.

Chrissanne Long questioned if Carter USA is the party that is responsible for the remediation of the area.

Jack Murphy advised the responsible party was Lake Wire Development Company.

Chrissanne Long requested Lake Wire Development Company to explain the cost of remediation.

David Bunch from Lake Wire Development Company advised this project began seven (7) years ago and that it cost a million dollars to remediate the site.

Commissioner McLeod questioned if a modified TIF has been done before.

Brian Rewis advised the Oak Street development with ONICX was a similar project that was granted a modified TIF. There has been a total of two projects that received the modified TIF within the last five (5) years.

Terry Coney questioned the downside of approving the modified TIF.

Brandon Eady advised the modified TIF will help the project. Jack Murphy added the TIF will help them with accessing additional funding. Brandon then asked the Board to provide their individual feedback and the discussion ensued.

Chrissanne Long moved to approve a modified TIF agreement, 75% for the first five (5) years and 50% for the next five (5) years. Terry Coney seconded the motion with passed unanimously.

Stone Cabin Coffee and Cheesecake Grant Request

Shelley Guiseppi presented Stone Cabin Coffee and Cheesecake Grant request. This business located in Dixieland at S. Florida Ave. and Belmar St. It is approximately 34,000 sq. ft and is on the same parcel as Biscuits and Benedicts, which was awarded grant benefits from the CRA in September 2021. This presents an issue with the grant request. The CRA policy states that grants are limited one (1) parcel and the grant funds for this parcel were utilized by the Biscuits and Benedicts project. Staff does not recommend awarding the grants to Stone Cabin due to the parcel issue.

Brandon Eady requested to clarify the request amount.

Brian Rewis advised the request is for three (3) grants totaling \$75,000.

Jennie Nesore from Stone Cabin also confirmed they are requesting three (3) grants.

Shelley Guiseppi advised if the request is approved, the funding will not be available until Fiscal Year 2023.

Brandon Eady then asked the Board to confirm if everyone understands that the request was denied by Staff due to the unique situation. The Board agreed to understanding.

Chrissanne Long then moved to approve the funding allocation according to Staff discretion up to \$75,000. Harry Bryant seconded the motioned.

Brian Rewis questioned the motion to approve due to clarify approval according to CRA grant guidelines, not Staff discretion.

Chrissanne Long amended her motion to approve allocating funds according to CRA grant guidelines. Harry Bryant seconded the motion which passed unanimously.

Friends of Freedom Monument Funding Request

Brian Rewis presented the Friends of Freedom Monument Funding request. This request is from Platform Art on behalf of the Polk Veterans Council for CRA support of the Friends of Freedom Monument. The monument is approximately seven (7) feet tall, incorporates visual narrative images produced by students of Polk County High Schools and will be located at Veterans Memorial Park. The unveiling is scheduled for Veterans Day 2022. The total project cost is \$145,904 with approximately \$25,000 still needed for completion. Staff recommends the CRA to authorize \$10,000 for the project.

Gary Clark from Polk Veterans Council advised 17 monuments have been installed in Veterans park over the last 17 years. Each monument represents a conflict that the country has encountered, and this monument represents the final conflict which was the Spanish/American War.

Cynthia Haffey provided a visual model of the monument. She advised they worked with numerous libraries to help with the details and history of the monument. A total of eight (8) High School students were selected to provide images for the monument.

Terry Coney advised he was brought into this project at the beginning to assist and will not vote due to a possible conflict of interest. He advised this monument provides important history of Lakeland and recommends the CRA to pay the remaining amount to complete the monument.

Chrissanne Long moved to fund the remaining amount of \$24,502.99. Kate Lake seconded the motion which passed unanimously.

Discussion Items

South Florida Avenue Road Diet Project Public Forum

Brian Rewis advised the Board that there will be a public meeting to discuss the South Florida Avenue Road Diet Project. This will take place Monday July 11, 2022 at the RP Funding Center. He advised this will educate the community regarding the project and allow for public input and feedback. Kate Lake asked what type of meeting this will be.

Charles Barmby advised this is a public meeting. He also advised the benefits of the forum and the importance of the project. It will allow for the public to speak and allow the City to take feedback in attempt to improve.

Adjourned at 5:21 PM

Next Meeting, Thursday, August 4, 2022 3:00 PM.

Brandon Eady, Chairman

Date

Memo

To: CRA Advisory Board
From: Brian Rewis, Director of Community & Economic Development
CC: Ruben Garcia, Chief of Police
Hans Lehman, Assistant Chief of Police
Steve Pacheco, Assistant Chief of Police
Jason Willey, Assistant Director of Economic Development
Date: August 4, 2022
Re: Proposed Expanded Community Policing Innovation Partnership with the Lakeland Police Department

I. Background:

In 2016 the CRA entered into a partnership with the Lakeland Police Department for “Community Policing Innovation” that saw two (2) sworn members of the Department’s Neighborhood Liaison Unit funded by the CRA and assigned to the three CRA Districts for enhanced community policing consistent with the goals outlined in the respective Redevelopment Plans. The costs of the CRA-funded personnel were shared by the districts and provided for non-call driven policing intervention and problem-solving by the CRA-funded officers. The success of the partnership has seen it continue in subsequent fiscal years through FY22.

II. Project Description:

LPD recently engaged CRA staff with interest in expanding the scope, reach and effectiveness of the current program, particularly in addressing “...behavior and conditions of a type, location and frequency that directly affect neighborhood stability, economic prosperity and quality of life, including but not limited to: prostitution, street level drug activity, aggressive panhandling, open container, criminal trespassing, public urination and/or defecation, impacts of chronic homelessness, and illegal dumping.” Ensuing discussions resulted in a proposal to increase the number of CRA-funded officers from the current two (2) to four (4) beginning in Fiscal Year 23 which begins October 1, 2022.

III. Project Evaluation:

a. Operational

Though the current partnership has proved successful, it is limited in hours of service, generally 10 a.m. to 10 p.m. Service levels and expectations are also more generally defined within the construct of the LPD Table of Organization and specific Neighborhood Liaison Unit, which is to say that although the physical zone boundaries of the current CRA-funded officers are prescribed, other operational expectations are at the Department's discretion, with input from the CRA. The proposed expanded partnership would increase coverage for all three districts to 24 hours per day, seven days per week, and includes a more thorough agreement which, in addition to outlining the performance expectations outlined above, creates Community Redevelopment Agency Police Officers (CRAOs) and includes the CRA Manager as a member of the Department's Lateral Transfer Board for purposes of evaluating and selecting the CRAOs.

b. Fiscal

The first-year (FY23) costs of the proposed expanded partnership is \$443,427, which constitutes an increase from FY22 of \$221,714 (two officers vs. four). That first-year cost does not include the one-time cost of vehicles and equipment, which costs will be covered by the City's allocation as part of the American Rescue Plan Act of 2021 (ARPA). The estimated nine-year (through 2031) cost of the proposed expanded partnership to all three CRAs is \$4,889,476, or 4.5% of estimated CRA revenue over the same period.

IV. Board Consideration:

At the Board's discretion to consider recommendation for approval of the proposed expanded partnership with the Lakeland Police Department at a an estimated first-year cost of \$443,427.

Attachments:

- Proposed Agreement

**AGREEMENT BETWEEN LAKELAND COMMUNITY REDEVELOPMENT AGENCY
AND THE LAKELAND POLICE DEPARTMENT**

This Agreement is made on this ____ day of _____, 2022 by and between the LAKELAND COMMUNITY REDEVELOPMENT AGENCY, 228 S. Massachusetts Avenue, Lakeland, Florida, 33801, (hereinafter “CRA”) and LAKELAND POLICE DEPARTMENT (hereinafter “DEPARTMENT”) of the CITY OF LAKELAND, FLORIDA, 219 N. Massachusetts Avenue, Lakeland, Florida 33801. The purpose of this Agreement is to define and establish a joint endeavor of the parties to augment the DEPARTMENT’S “Community Oriented Policing” (COP) resources by providing funding therefore, and dedicating those resources to law enforcement in the CRA Districts. The parties agree as follows:

1. OBLIGATIONS OF THE CRA:

1.1 The CRA agrees to include in their Fiscal Year 2023 budget, and in each and every subsequent Fiscal Year budget for the balance of the term of this Agreement, adequate finances to fully fund the employment and equipment of four (4) full-time police officers by the DEPARTMENT and provide those funds to the DEPARTMENT in a time and manner that will allow the DEPARTMENT to employ, equip, timely compensate, provide pension contributions and other personnel benefits to four (4) full-time police officers of the nature and to the same extent as full-time DEPARTMENT police officers not dedicated to the CRA Districts.

1.2 The parties acknowledge that the phrase “adequate finances”, as it appears in paragraph 1.1 above, shall mean a minimum of Four Hundred Forty-Three Thousand Four Hundred Twenty-Seven Dollars (\$443,427.00) in the first year the CRA will provide the funding for four (4) full-time police officers by the DEPARTMENT as stated herein, and that the annual minimum funding to be provided by the CRA after the first year shall be a minimum Four Hundred Sixty-Five

Thousand Five Hundred Ninety-Eight Dollars (\$465,598.00), subject to adjustment for payroll, employer-paid benefits, and equipment replacement cost increases annually. Any adjustment to the cost that results in an increase to this amount by less than \$35,000 annually may be administratively approved by the CRA Manager, or presented to the CRA Advisory Board for Approval. Any adjustment that exceeds \$35,000 shall be presented to the City Commission acting as the CRA for approval.

1.3 Except as specifically outlined in Section 2 of this Agreement, the CRA agrees to defer to the DEPARTMENT in all matters relating to the selection, deployment, retention, supervision, discipline and termination of the four (4) full-time police officers described herein.

1.4 The CRA agrees to continue to work cooperatively with the DEPARTMENT to develop police enforcement initiatives within the CRA Districts consistent with the CRA mission of redevelopment, while deferring to the DEPARTMENT as to the allocation of specific DEPARTMENT resources within the CRA Districts consistent with the terms of this Agreement.

1.5 If the CRA intends to terminate this Agreement, the CRA agrees to provide timely written notice to the DEPARTMENT of its intention to terminate, and to take no action to interrupt or terminate any transfer of funds from the CRA to the DEPARTMENT that is required to be made under the terms of this Agreement, i.e., prior to the termination of the CRA Fiscal Year in which said written notice is provided to the DEPARTMENT. For purposes of this paragraph of the Agreement, the word “timely” shall mean a minimum of one hundred eighty (180) days prior to the date of termination.

2. OBLIGATIONS OF THE DEPARTMENT

2.1 The DEPARTMENT agrees, upon its receipt of adequate funding from the CRA as described above, to endeavor to promptly employ, equip and assign four (4) full-time CRA police officers (hereinafter “CRAOs”) for full-time deployment within the CRA Districts as described herein.

2.2 The DEPARTMENT agrees, prior to the termination of CRA Fiscal Year 2023, and in time sufficient for the CRA to budget and to formally act to set aside adequate funding as described herein for CRA Fiscal Year 2024, and in each subsequent Fiscal Years throughout the balance of the term of this Agreement, to provide the CRA an invoice or similar formal memorandum detailing the expected funding needed to continue the employment of four (4) full-time CRAOs as stated herein.

2.3 The DEPARTMENT acknowledges that no employment rights of the police officers to be assigned to the CRA Districts shall be abridged by, through or in relation to this Agreement.

2.4 The DEPARTMENT agrees to continue to work cooperatively with the CRA to develop lawful police enforcement initiatives within the CRA Districts consistent with the CRA mission of redevelopment, and the mission of the DEPARTMENT.

2.5 The DEPARTMENT agrees that the CRAOs outlined in this Agreement shall, among other customary police duties, address behavior and conditions of a type, location and frequency that directly affect neighborhood stability, economic prosperity and quality of life, including but not limited to: prostitution, street level drug activity, aggressive panhandling, open container, criminal trespassing, public urination and/or defecation, impacts of chronic homelessness, and illegal dumping. CRAOs shall make themselves available to CRA staff, CRA customers and clients, and Code Enforcement staff for the purpose of addressing concerns within the CRA Districts. CRAO's shall retain complete law enforcement officer discretion in accordance with the law and normal LPD procedures with regard to making specific enforcement decisions based on the facts and circumstances of a particular situation.

2.6 The DEPARTMENT agrees to utilize its established DEPARTMENT "Lateral Transfer Board" (hereinafter "CRAO Board"), if required, to select the CRAOs to be assigned under this Agreement. The selection of the DEPARTMENT members of the CRAO Board shall be subject to the approval of the Chief of Police. The CRAO Board shall include the CRA Manager or

designee, which Manager or designee shall have rights of influence and selection equal to all other members of the CRAO Board.

2.7 In selecting the CRAOs, the CRAO Board shall consider the following criteria:

- A. The CRAOs must have the ability to communicate effectively with a vast constituency of CRA stakeholders, including but not limited to: CRA Advisory Board members and staff, Community & Economic Development Department staff, Lakeland Downtown Development Authority (LDDA) Board members and staff, business owners and customers, nonprofit social service agencies, neighborhood residents, and individuals experiencing homelessness.
- B. The CRAOs must present a positive image of law enforcement and foster respect for law enforcement among the stakeholders described in § 2.7A. above. This positive image must derive, at the least, from personality, grooming, communications and problem-solving skills.
- C. The CRAOs should sincerely want to work with the stakeholders described in § 2.7A. above.

2.8 The DEPARTMENT agrees that a representative of LPD with sufficient knowledge of this Agreement and any associated Program or Initiative will be in attendance for all regular and special-called meetings of the CRA Advisory Board, for the purpose of providing updates to and answering questions from the Board.

2.9 The DEPARTMENT agrees to provide regular, at least quarterly, update reports to CRA staff regarding the activities and performance of CRAOs consistent with this Agreement. The Report will be in a form that is mutually agreeable to the Parties, without placing any unnecessary record keeping burdens on the DEPARTMENT.

2.10 The DEPARTMENT may terminate this Agreement by providing written notice thereof to the CRA a minimum of thirty (30) days prior to the date of termination. If termination occurs at any point during a fiscal year, all unspent CRA funding that was previously transferred to the DEPARTMENT shall be returned to the respective CRA Trust accounts.

3.0 AGREEMENT TERMS COMMON TO BOTH PARTIES

3.1 **Non-Specific Performance.** The parties acknowledge and agree that the DEPARTMENT may exercise its discretion in assigning DEPARTMENT police officers to perform the services described herein, both on a temporary and a continuing basis, and that this Agreement does not obligate the DEPARTMENT to engage DEPARTMENT police officers of specific identities in the performance of the services described herein.

3.2 **Term of Agreement.** The term of this Agreement shall commence upon the signing of this instrument by the latter of the two (2) parties, and extend until September 30, 2031; unless terminated or amended as provided herein.

3.3 **Liability.** Subject to the limitations contained in Sections 111.07 and 768.28 of the Florida Statutes, the DEPARTMENT shall defend against any lawsuit made against the DEPARTMENT and/or the police officers employed and assigned as stated herein arising from their services or negligence.

3.4 **Privity of contract.** This Agreement is for the benefit of the parties only. Nothing in this Agreement shall be deemed to confer a right of action upon any person or entity who is not a party to this Agreement.

3.5 **Sovereign Immunity.** Nothing contained herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes, with respect to either party of the Agreement.

3.6 **Amendments.** Changes in the terms of this Agreement may only be accomplished by a formal written amendment approved by the Director of Community & Economic Development for the CRA and the Chief of Police for the DEPARTMENT.

LAKELAND COMMUNITY
REDEVELOPMENT AGENCY

CITY OF LAKELAND, FLORIDA
POLICE DEPARTMENT

By _____
R. Brian Rewis, Director of Community &
Economic Development

By _____
Ruben Garcia, Chief of Police

Date: _____

Date: _____