

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Community Redevelopment Agency Advisory Board

Thursday, July 7, 2022 | 3:00 PM – 5:00 PM
City Commission Conference Room, City Hall

A. Financial Update & Project Tracker*

B. Housekeeping

- i. Staff Updates

C. Action Items

- i. Old Business
 - i. Meeting Minutes April 7, 2022 (Pg. 5-7)
- ii. New Business
 - i. Crystals World of Dance Lease Renewal (Pg.8-19)
 - ii. Lake Wire Development TIF Agreement (Pg.20-34)
 - iii. Stone Cabin Coffee & Cheesecake Grant Request (Pg.35-40)
 - iv. Friends of Freedom Monument Funding Request (Pg.41-47)

D. Discussion Items

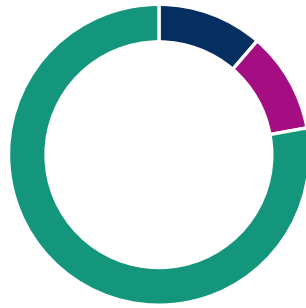
E. Adjourn

* For Information

NEXT REGULAR MEETING:

Thursday, August 4, 2022, 3:00 - 5:00 PM

Downtown Fund



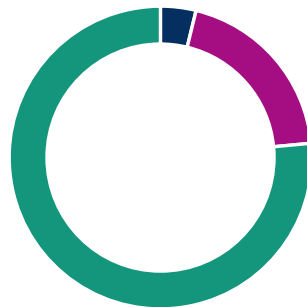
- **Available**
\$365,815
- **Expenses**
\$348,267
- **Encumbrances**
\$2,512,121

Dixieland Fund



- **Available**
\$14,930
- **Expenses**
\$393,456
- **Encumbrances**
\$866,632

Midtown Fund



- **Available**
\$330,097
- **Expenses**
\$1,723,257
- **Encumbrances**
\$6,689,162

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

PROJECT PROGRESSION REPORT



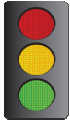
STATUS KEY	
RISKS / ROADBLOCKS	
POTENTIAL RISKS	
ON TRACK	

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
Mirrorfen	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 April 3, 2022
3:00 – 5:00 PM
City Commission Conference Room, City Hall**

Attendance

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

Absent: Brian Waller and Tyler Zimmerman

Staff: Alis Drumgo, Iyanna Jones, D’Ariel Reed, Shelley Guiseppi, Bethany Fritz and Carlos Turner

Guests: Assistant City Attorney Jerrod Simpson, Brian Rewis, Cindy Glover, Kaley Raub (Citrus Connection), Sara Walsh (The Ledger), Timothy Anselimo (Property Scholars Realty + Development), Khalil Majied (Property Scholars Realty + Development), Office Shuttler (LPD), and Arjun Choudhary (Onicx)

Packets

- Meeting Minutes dated March 3, 2022
- Financial Update
- Project Progression Report
- Memo – Oak Street Development Agreement
- Memo – 2021 Independent Financial Audit

Housekeeping

Action Items – Old Business

Financial Update & Project Tracker

Alis Drumgo advised the financials are included in the 2021 Financial Audit that will be discussed later in the meeting.

D’Ariel Reed advised projects are on track. There are currently three sidewalk projects that are being worked on with the City’s Public Works Department. One project will begin this year and the other two projects will be combined and addressed in FY 2023.

Housekeeping

Alis Drumgo welcomed new CRA staff members Shelley Guiseppi and Bethany Fritz. Both formally introduced themselves.

Meeting Minutes Dated March 3, 2022

Chrissanne Long moved to approve the March 3rd minutes.

Terry Coney seconded the motion which passed unanimously.

Action Items – New Business

Oak Street Development Agreement

Alis Drumgo presented the Oak Street Development. He stated this is a CRA owned property which is approximately 1.5 acres located in the North Downtown Sub-District. The CRA expanded this property in 2015, there was then a request for qualifications in 2019, and then another request for proposals in 2021 after the first approved development proposal did not proceed. It is currently valued at approximately \$459,000. Its current use being 150 surface parking spaces with 72 spaces being leased at \$35 per month on a month-to-month basis. The Selection Committee's recommendation was approved by both the CRA Advisory Board and City Commission in October 2021, which approval authorized CRA staff to enter negotiations with the Onicx Group. The development agreement is for a total of 200 units and approximately 2,000 square feet of commercial space. It is a 7-story building with a minimum 134 structured parking spaces to be leased exclusively to the City at \$70/month.

Kate Lake questioned if the parking spaces will be available 24 hours a day.

Alis advised the spaces are available 24 hours a day. Lake also questioned if the parking spaces will be free on weekends.

Alis advised the rates will be determined once it is structured since the spaces are controlled by the City.

Terry Coney asked to further explain pricing of parking spaces.

Alis advised the City will dictate what happens to the spaces and what the rates will be.

Commissioner Mcleod asked if the \$70 rate is a standard rate for parking leases.

Alis advised \$70 is the high-end cost for standard covered parking on other City-owned and managed garages.

There are 15 affordable units at 80% AMI which is currently in the proposal. The time frame is 90 days with three thirty-day extensions. There are also closing conditions which are; requiring the developer to have proof of funding commitment in hand, building permits and site plan approval. There is also an executed construction contract with closing being within 30 days of all conditions being met. There will be no property conveyed to the developer until all conditions are met. There is a \$25,000 deposit on the property. The purchase price increased to \$1.836 million to maintain the property values. The current proposed Tax Increment Financing is 80% for years 1-5 and 60% years 6-10 with \$736,000 to water and wastewater impact fees. The total project cost being \$53,600,000. Once closed, the timeline for completion will be 25 months.

Brandon Eady questioned the extensions delaying the project.

Arjun Choudhary (Onicx) stated due to the rise of construction costs the plan is to get the project started as soon as possible. The request for extensions is to ensure there is some level of protection to ensure the project will continue.

Brandon Eady requested to modify the request by removing two 30-day extensions.

Arjun Choudhary (Onicx) advised he will have to discuss this with his partners but advised they should be able to accommodate this modification.

Terry Coney moved to approve.
Chrissanne Long seconded the motion which passed unanimously

2021 Independent Financial Audit

Alis presented the Independent Financial Audit by stating the financial auditors provided a clean audit with no findings.

Chrissanne moved to approve.
Commissioner Chad McLeod seconded the motion which passed unanimously.

Discussion Items

LAMTD Interlocal Agreement

Alis Drumgo advised there was a request from the Lakeland Area Mass Transit District to be exempted from paying tax increment into the redevelopment trust funds. The Commission approved the request in March. There was a subsequent meeting with Tom Phillips (LAMTD) regarding the need for the redevelopment area and it was agreed to receive communication and regular updates with the transit, impacts, and changes in the redevelopment area.

Chrissanne Long questioned if there is any type of protection to ensure future assistance with the redevelopment agency.

Alis Drumgo stated it would be continued communication between staff and LAMTD.

Brian Rewis explained further that three members of the City Commission are also on the Board of the LAMTD. So, they were confident in their decision and will continue with assisting in developing the redevelopment agency areas.

2021 Annual Report Presentation April 18, 2022

Alis advised the 2021 Annual Report presentation will be on April 18, 2022 and formally asked the Board to attend. He thanked D’Ariel Reed and staff for completing the Annual Report.

Adjourned at 3:38 PM

Next Meeting, Thursday, May 5, 2022 3:00 PM.

Brandon Eady, Chairman

Date

Lease Renewal and Addendum

This letter is to serve as notice of **Crystal's World of Dance's** ("LESSEE") intent to renew its lease with the Lakeland Community Redevelopment Agency ("LESSOR") (collectively referred to as the "Parties") for **2,356** square feet of space located at **801 N. Massachusetts Avenue** in the City of **Lakeland**, County of **Polk**, State of **Florida**.

A copy of the lease is attached and incorporated by reference into this renewal. The renewal will begin immediately upon expiration of the original term of the lease and shall be in effect from **December 1, 2022** through **December 1, 2025**, unless otherwise specified within the lease document.

It is understood that timeliness of this notice complies with Section four (4) of the lease and the Lessor signifies willingness to accept this renewal as agreed to in Section 4 of the lease by signing below. All renewal terms are subject to CRA approval.

The terms of the original lease are hereby readopted by the Parties with the following amendments:

Paragraph 3. "Rent." Shall be deleted, and replaced with the following language:

The base rental rate shall be **\$750.00** per month through November 30, 2023. The base rent will increase by five percent (5%) each year, effective December 1, 2023, and shall increase by 5% each subsequent year. In addition to the base rental rate, LESSEE will be responsible for all applicable Florida sales and use tax thereon.

Paragraph 4. "Renewal Term." shall be deleted, and replaced with the following language:

This Lease shall renew for a period of three (3) years effective December 1, 2022. Provided LESSEE is not in default of the terms of this Lease and LESSEE 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 Renewal Term, this Lease shall automatically renew for an additional three (3) year term. Rent for the Renewal Term shall be consistent with the terms of this Addendum and any applicable annual escalations. In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the Term and at its sole expense, remove its personal property from the Property, provide necessary notices to LESSEE's subtenants to vacate the Property at the end of the Term, and return the Property to the condition which existed upon completion of the Lessee Improvements, reasonable wear and tear excepted. LESSEE shall not enter into subleases with any subtenants that extend beyond the Term unless and until this Lease has been renewed for the Renewal Term as provided above.

Paragraph 7. "Maintenance and Repair." shall be deleted and replaced with the following language:

Except as otherwise provided herein, LESSOR will assume maintenance responsibilities consistent with the City of Lakeland's maintenance and repair schedule attached to this Addendum as Exhibit D. All work will be performed by City of Lakeland Facilities Maintenance division and/or the authorized designee from the City of Lakeland. Additionally, LESSOR will be responsible for the mowing and maintenance of exterior spaces, to include the parking lot. Fees for maintenance will be passed through to the LESSEE as Management Fees, which shall be in addition to the base rent, and calculated at the as needed rate, which is determined at the start of each fiscal cycle by the City of Lakeland Finance Director. LESSEE shall maintain the Property in a clean and sanitary condition. LESSOR may perform reasonable maintenance as requested or required by the LESSEE that is outside of the schedule outlined in Exhibit D upon written notification from LESSEE, subject to applicable Management Fees. If the need for additional maintenance or repair is due to the fault or negligence of LESSEE or related to the LESSEE's obligation to maintain the Property in a clean and sanitary condition, such maintenance or repair shall be invoiced to LESSEE. LESSOR will have no responsibility for repair or maintenance of LESSEE's personal property.

LESSOR:

**LAKELAND COMMUNITY
REDEVELOPMENT AGENCY**

Witness:

Print Name: _____

By: _____

Name: Bill Mutz

Title: Mayor

Date: August 1, 2022

LESSEE:

CRYSTAL'S WORLD OF DANCE

Witness:

Print Name: _____

By: _____

Name: Crystal S. Davis

Title: Owner/Director

Date: August 1, 2022

“ATTACHMENT A”

Crystal’s World of Dance
801 N Massachusetts Ave

Task	Frequency	Performed by	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Inspections														
Check Irrigation System/Batteries	Monthly													
Smoke & Carbon Monoxide Detectors	Monthly													
Check for water leaks/damages	Quarterly													
Water Heaters	Semi-Annually													
Fire Sprinkler System	Annually													
Fire Extinguishers	Annually													
Main Electrical Distribution Panel	Annually													
Building Equipment/Systems														
Check A/C	Semi-Annually													
Building Exterior														
Replace light bulbs	Monthly													
Clean gutters	Quarterly													
Roof & roof drain check	Quarterly													
Building pressure wash	Semi-Annually													
Grounds pressure wash	Semi-Annually													
Building Interior														
Replace light bulbs	Monthly													
Examine caulking/grout	Quarterly													
Change filters (2) – One is on the roof	Quarterly													
Clean/Wax floors	Semi-Annually													
Additional Services														
Extermination	Monthly													

LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease") is made and entered into this 15th day of May, 2017, 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 Crystal S. Dinnall, D/B/A Crystal's World of Dance, whose principal address is 3881 Horizon View Loop Lakeland, Florida 33813 ("LESSEE"). For and in consideration of the lease payments to be made hereunder, the mutual covenants and agreements of the parties, 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 2,356 square feet at 801 N. Massachusetts Avenue, Lakeland, Florida, as more particularly described in Exhibit "A" (the "Property").

2. Lease Term. This Lease shall commence upon full execution by LESSOR and LESSEE. Within ninety (90) days of Lease execution, LESSOR will commence the repairs and other work set forth on Exhibit "B" (the "Work"). Upon completion of the Work by LESSOR, LESSEE will take possession of the Property and the initial term of the Lease (the "Initial Term") will commence. The date of commencement of the Initial Term shall be the earlier of the date LESSEE takes possession of the Property or December 1, 2017. The Initial Term shall be for a period of five (5) years.

3. Rent; Deposit. LESSEE will pay to LESSOR a non-refundable deposit of Five Hundred Dollars (\$500.00) upon the execution of this Lease. No rent shall be due for the months one through six of the Initial Term. Thereafter, rent for the remaining six months of the first year of the Initial Term will be Three Hundred Dollars (\$300.00) per month, together with all applicable Florida sales and use tax thereon. Monthly rent for years two and three of the Initial Term shall be \$500.00 and for years four and five shall be \$750.00.

4. Renewal Term. Upon mutual consent of the parties at least one hundred twenty (120) days prior to the end of the Initial Term, this Lease may be renewed for an additional five (5) year term (the "Renewal Term"). Rent for the Renewal Term shall be determined by mutual agreement of the parties at least one hundred twenty (120) days prior to the expiration of the Initial Term. In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the Initial Term and at its sole expense, remove its personal property from the Property and return the Property to the condition which existed at the beginning of the Initial Term, reasonable wear and tear excepted.

5. 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 in addition to the overdue payment.

6. Use of Property. Unless LESSOR agrees otherwise in writing, LESSEE shall use the Property solely for a dance studio. LESSEE shall obtain the written consent of LESSOR prior to making any alterations to the Property.

7. Maintenance and Repair. Except as otherwise provided herein, LESSEE shall be responsible for the proper maintenance and repair of the Property and shall keep the Property in a clean and sanitary condition. In the event LESSEE fails to properly maintain or repair the Property after notice and a ten (10) day opportunity to cure, LESSOR may, but shall have no obligation to, perform all necessary maintenance and repairs and bill LESSEE for the costs thereof. LESSEE shall promptly reimburse LESSOR. LESSOR shall have the right to enter the Property at all reasonable times for the purpose of performing inspections to ensure compliance with the terms of this Agreement. LESSEE shall pay all management fees and will be responsible for maintaining, repairing or replacing all attached appliances and fixtures; provided, LESSEE will only be responsible for the first \$500 in repairs to interior plumbing fixtures per occurrence and LESSOR shall be responsible for sums in excess of said amount, but only if LESSEE first obtains LESSOR's consent prior to proceeding with repairs estimated to exceed \$500 in cost. LESSOR shall be responsible for structural damage and repairs, internal (inside the walls, attic or underground) pipes, wiring, HVAC air handler(s), and HVAC system and ductwork, unless damage is caused by the negligence of LESSEE or LESSEE's subtenants, employees, agents or invitees.

8. Damage to the 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 LESSOR, 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 Initial Term or Renewal Term, as applicable. 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 the time period and under the conditions as provided in Subparagraph 8(a) above, then LESSOR shall restore the same (excluding fixtures and improvements owned by LESSEE or any subtenant of 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 8(a) and (b) above, in the event LESSEE or LESSEE's subtenants, employees, agents or invitees are 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.

9. Utilities; Taxes. LESSEE shall be responsible for the payment of all utility charges and taxes associated with the Property. LESSEE's obligation to pay utilities and taxes shall begin once the Initial Term begins and LESSEE shall be responsible only for the pro rata amount for that initial month.

10. Default; Remedies. In the event LESSEE is in material breach of any condition of this Agreement, LESSOR shall provide written notice of such breach to LESSEE, which notice shall specify the nature of the breach and provide LESSEE ten (10) days in which to cure the breach. If LESSEE fails to cure the breach within said ten-day period of time, or fails to cure the breach within such longer period of time as may be accepted in writing by LESSOR as reasonable, this Lease Agreement shall terminate and LESSEE, at its sole expense, shall immediately remove its personal property from the Property and return the Property to the condition which existed prior to LESSEE's occupation of the Property, reasonable wear and tear excepted. LESSOR's right to terminate hereunder shall not preclude LESSOR from seeking any other remedy at law or equity which LESSOR, in its sole discretion, may choose to pursue in order to be made whole.

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 or any notice of intention to file a mechanic's lien shall at any time be filed against the Property, LESSEE shall, at LESSEE's cost, within thirty (30) days after knowledge or 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. 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 of no less than A-, as set forth below. Except for Workers' Compensation, all 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, invitees 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 and Property Damage	\$1,000,000.00 Single limit each occurrence
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14. Workers' Compensation: Workers' Compensation coverage shall 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 limits, \$100,000 disease 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.

15. Indemnification. 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, invitees, or any other persons for whose actions LESSEE is responsible.

16. Assignment/Subleasing. 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.

17. 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.

18. Notices. All notices required or permitted under this Agreement 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

LESSEE:

Crystal S. Dinnall, D/B/A
Crystal's World of Dance

3881 Horizon View Loop
Lakeland, FL 33813

With a copy to:

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

Notice shall be given by certified mail, return receipt requested, by hand delivery, or by nationally-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.

19. Governing Law; Venue; Waiver of Jury Trial. Any dispute arising out of this Agreement 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 issue or dispute related to this Lease.

20. 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.

21. Interpretation. This Agreement 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 Agreement 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.

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

23. Survival. All rights and obligations of the parties hereunder not associated with the ongoing lease of the Property by LESSEE will survive the expiration or earlier termination of this Lease.

24. Severability. 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.

25. Entire Agreement. This Agreement 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 Agreement shall be of any binding effect unless in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as provided below.

LESSOR:

Signed in the presence of the following two witnesses:

LAKELAND COMMUNITY REDEVELOPMENT AGENCY

Mari Strickland
Print Name: Mari Strickland

By: Edith L. Yates
R. Howard Wiggs, Chairman
Edith L. Yates, Vice-Chairman

Date: 05-17-17

Anita Wells
Print Name: Anita Wells

Attest:

By: Kelly S. Koos
Kelly S. Koos, City Clerk



Approved as to form and correctness:

By: Timothy J. McCausland
Timothy J. McCausland

LESSEE:

Signed in the presence of the following two witnesses:

CRYSTAL'S WORLD OF DANCE, INC.

D'Ariel Reed
Print Name: D'Ariel Reed

By: Crystal S. Dinnall
Print Name: Crystal S. Dinnall

Title: Owner/Director

John Drungo
Print Name: John Drungo

Date: 4/24/17

Exhibit "A"

BOUNDARY SURVEY
 A PORTION OF
 SECTION 18, TOWNSHIP 28 SOUTH, RANGE 24 EAST
 CITY OF LAKELAND, POLK COUNTY, FLORIDA

The South 1/4 of Lot 1, all in Block 20 of SCHIPMANS SURVEY, Lakeland, Florida, according to the plat thereof recorded in Deed Book "G", page 361, public records of Polk County, Florida; less and except a triangle parcel of land located in said Lot 1, described as follows: From the point of the beginning at the Southwest Corner of said Lot 1, run Northerly 10 feet along the West boundary of said Lot 1 to a point; thence run Southeasterly 14 feet more or less to a point on the South boundary of said Lot 1; thence run Westerly 10 feet along said South boundary of said Lot to P.O.B.

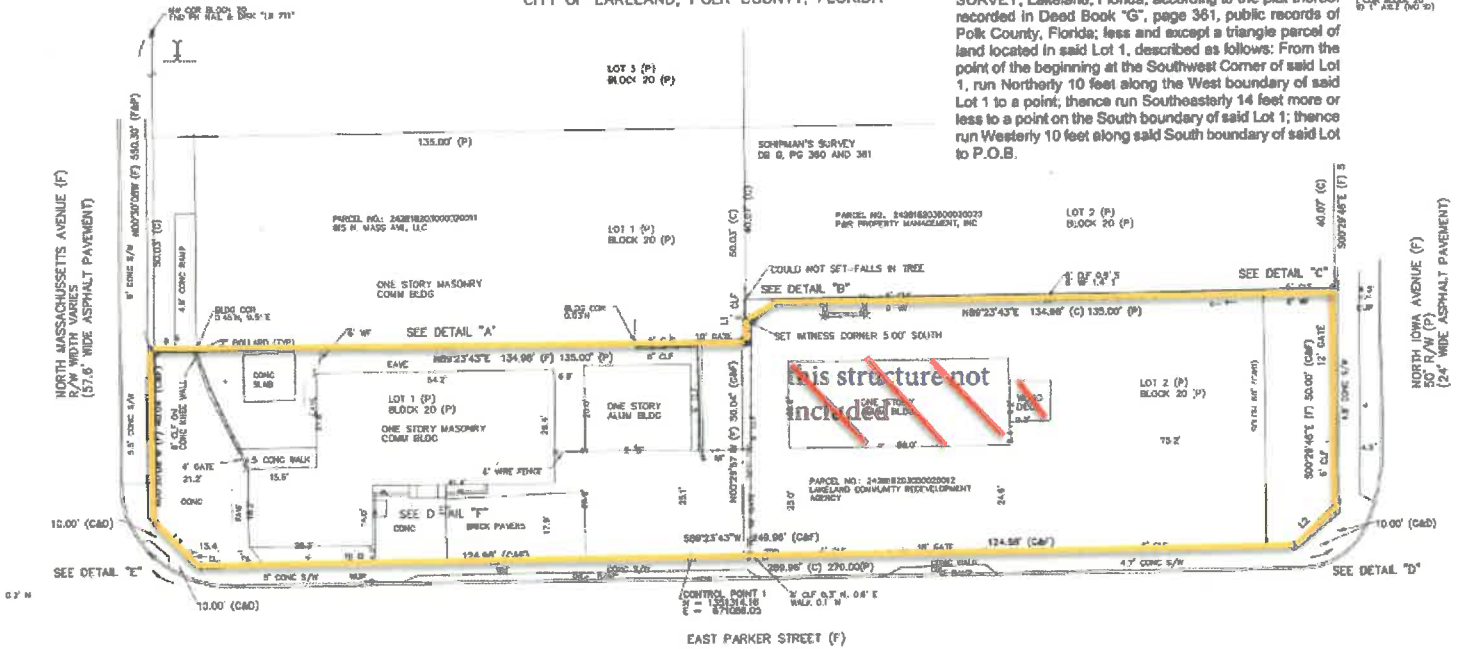


Exhibit "B"

KIRK CURTIS MUNDY HUNNICUTT
ASSOCIATES ARCHITECTS INC.
1036 South Florida Avenue
Lakeland, Florida 33803
(863) 688-8882 Fax (863) 688-8361
AA C000772 Internet: kcmharch.com

JOB 801 N. Massachusetts Ave
SHEET NO. 1 OF _____
CALCULATED BY AK DATE 4-28-17
CHECKED BY _____ DATE _____
SCALE _____

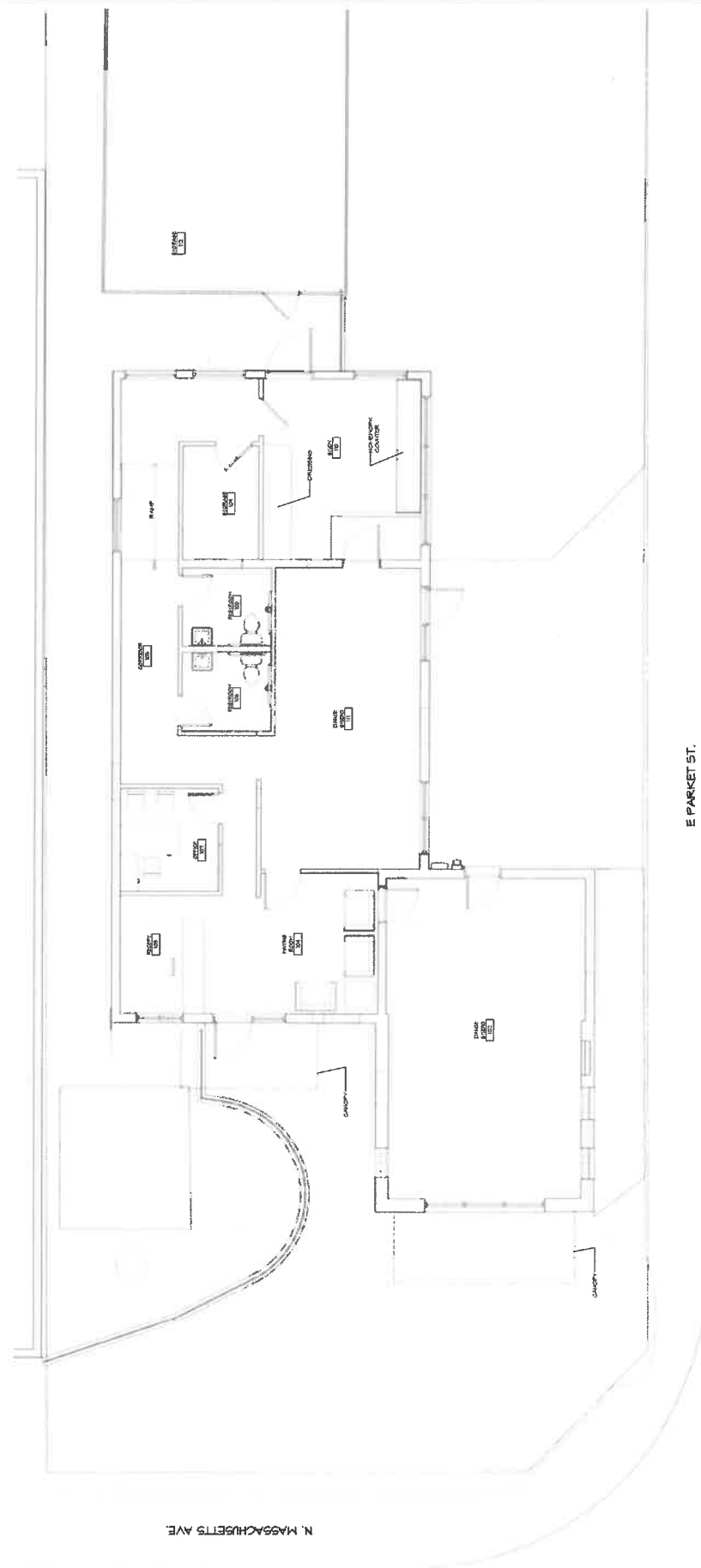
■ SCOPE OF WORK

EXTERIOR IMPROVEMENTS (SITE)

- 1. 7 HARD SURFACE PARKING SPACES + 1 ACCESSIBLE
- 2. ON-SITE ACCESSIBLE PATH TO BUILDING ENTRY
- 3. WATER & SANITARY CONNECTIONS WITH BACKFLOW PREVENTERS

BUILDING IMPROVEMENTS (INTERIOR/EXTERIOR)

- 1. 2 DANCE STUDIOS SHALL HAVE THE FOLLOWING
 - A. MIRRORS ONE WALL
 - B. BULLET BAR ONE WALL
 - C. CEILING MOUNTED / RECESSED SPEAKERS
- 2. RECEPTION AREA
 - A. RECEPTION DESK / COUNTER - BUILT-IN
 - B. INFRASTRUCTURE FOR T.V. (T.V. NOT PROVIDED)
- 3. 2 SINGLE USER / ACCESSIBLE TOILET ROOMS
- 4. SUPPORT SPACES INCLUDE THE FOLLOWING:
 - A. WAITING AREA
 - B. OFFICE
 - C. STORAGE
 - D. HOMEOFFICE AREA
 - E. EXTERIOR STORAGE BUILDING



FIRST FLOOR PLAN
 1/4" = 1'-0"

N. MASSACHUSETTS AVE



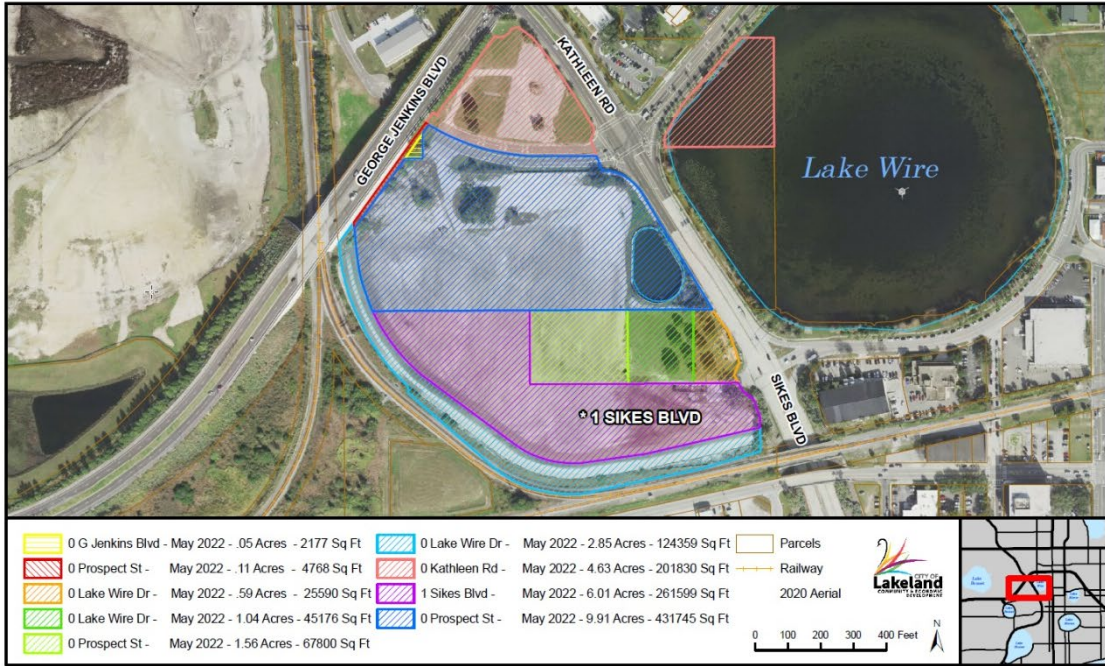
228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

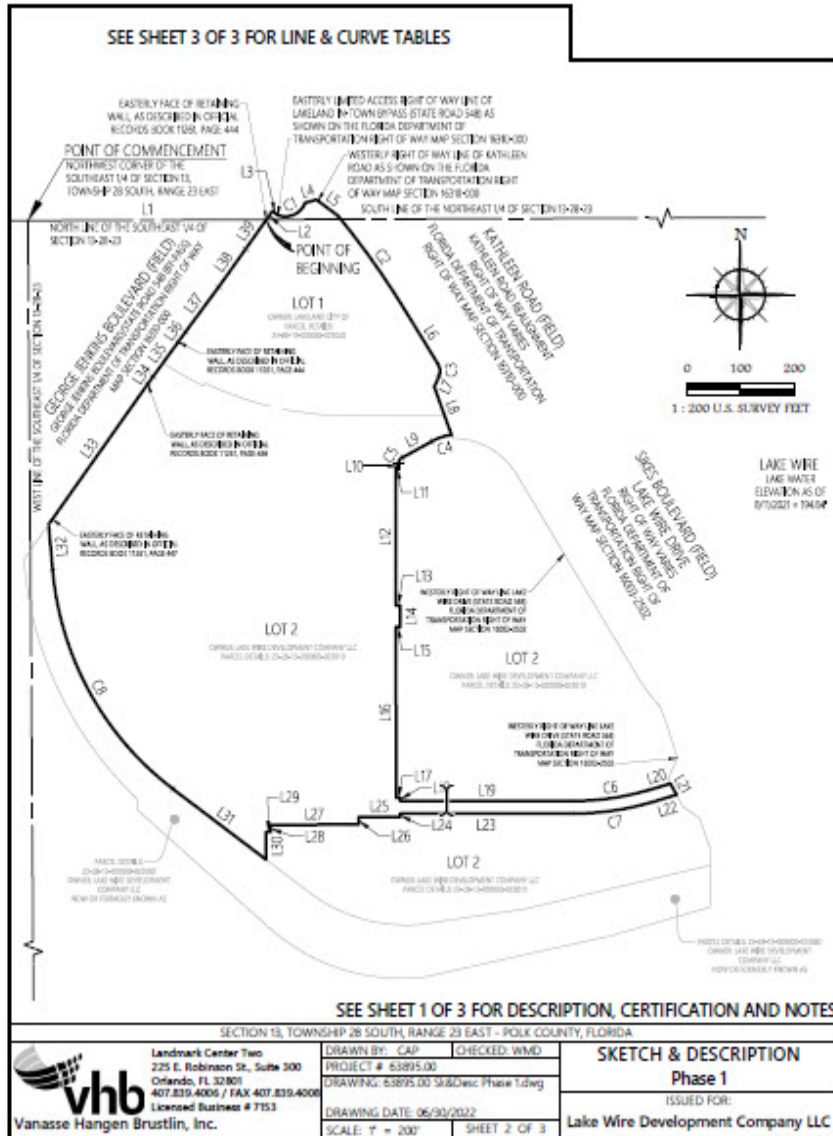
Memo

To: CRA Advisory Board
From: Shelley Guiseppi, CRA Project Manager
Through: Brian Rewis, Director of Community & Economic Development
CC: Jack Murphy, Carter USA
Date: July 7, 2022
Re: Tax Increment Financing Request -Lake Wire Development Phase 1 - (multiple parcels)

I. Background:

Lake Wire Owner, LLC has submitted a request for Tax Increment Financing (TIF) for properties under contract, generally bounded by Kathleen Road/Sikes Boulevard on the east, George Jenkins Boulevard and CSX rail lines on the west and south, more particularly described in the applicant's "SKETCH & DESCRIPTION Phase 1" provided herewith. Plans for this property will include new construction and site improvements to the property which is located in the Downtown CRA District.





II. Site

The existing site consists of vacant parcels 23-28-13-000000-023010, 23-28-13-000000-023030, 23-28-13-000000-023080, 23-28-13-000000-023100, 23-28-13-071000-000030, 23-28-13-071000-000080, 23-28-13-071500-001010, 23-28-13 -072000-000010, 23-28-13-000000-023020; totaling 966,378.6 square Feet (22.19 acres) of land. The developer is going to split the project into two (2) phases. Phase One (1), the subject of this TIF request, is 584,139.6 square ft (13.44) acres

This once-industrial “Brownfield” site, formerly known as Florida Tile, is located within an Opportunity Zone; this site was targeted for redevelopment in an area with compromised and economically challenged neighborhoods. The goal of bringing economic opportunity to this area is enhanced by the presence of this proposed mixed-use project. Additionally, this development will extend the existing walking path along the southern border of the property to the intersection of George Jenkins Boulevard and Kathleen Road which will help to complete the connection to the Bonnet Springs Park. They are also reserving an easement for the Lake Wire Development Company to connect directly to Bonnet Springs Park when funding is available.



III. Project Description

The Developer is proposing, as phase I, new construction of four, 4 story buildings, consisting of 300 apartment units and 15,000 square feet of retail space within two 1 story buildings along Kathleen Rd. The proposed development will be luxury market rate apartments with a unit mix of 20 studio, 128 one-bedroom, one bathroom, 136 two-bedroom, two bathrooms,

and 16 three-bedroom, two bathrooms units. Most of the units will have balconies and all residents will have access to the central clubhouse, fitness area, dog park and resort style pool.

The retail buildings along Kathleen Road will contain a mix of restaurants and shops that create a vibrant retail hub. The northern most suite is well situated for murals and outdoor dining and will make a great gateway to the downtown Lakeland area, whether traveling by foot, bicycle or car. There are 160 on-street parking spaces that will be available to the public which will help promote retail traffic as well as visitors to Lake Wire and downtown Lakeland.

The Developers hard costs are projected at \$60,000,000, with an additional \$2,307,585 in soft costs and \$9,925,000 in land acquisition costs, bringing the total development cost to approximately \$72,232,585.00. Renderings and proposed plans are attached.





IV. Project Evaluation

The Tax Increment Financing program allows qualified developers to receive a reimbursement of tax increment funds collected by the Lakeland Community Redevelopment Agency (CRA). The reimbursement is based on incremental revenue collected due to increases in the property's taxable value resulting from the investment made in the real estate. The standard term of the reimbursement is five (5) years, beginning in the year following the project's receipt of a Certificate of Occupancy. Under the standard TIF, the developer will receive a reimbursement of 50% of the tax increment generated in the first year and that same dollar amount will be reimbursed upon proof of payment of property taxes each of the next four years for a total of five years. Once awarded, this program is not transferrable and will expire upon any sale or transfer of the property from the applicant.

There are two primary criteria which must be met to qualify for this program:

- 1) *The renovation/improvement must be at least 50% of the then current assessed value of the property and must bring the property up to meet all building codes.*
- 2) *The applicant must apply for consideration prior to receiving a building permit for construction.*

The current calculated assessed value of the properties for Phase One (1) is \$487,359 and improvements are estimated to be \$60,600,907. Based on this information, the improvements clearly exceed the required 50% investment above the current assessed value.

In January 2008, the Lakeland Downtown Development Authority (then the review and

approval authority for this program) adopted several additional Selection Considerations for the Tax Increment Financing Program. These Selection Considerations were based on the physical characteristics of different parts of Downtown.

To be considered for incentives, a project must be consistent with the following Downtown CRA goals:

- Be consistent with the Redevelopment Plan
- Maintain and enhance the historic and pedestrian character of Downtown
- Provide a catalyst for economic development
- Promote infrastructure improvements including bike/pedestrian connections that allow for connectivity between all areas of Downtown
- Promote infill development

The Development aligns with that sought by the CRA's Redevelopment Plan as:

- 1). It will provide a catalyst for economic development by the expansion of the residential community Downtown, which will result in the expansion of retail, restaurants and other commerce in Downtown; and
- 2). It will provide infill development by constructing three hundred apartment units and 15,000 sf retail on underutilized land located in the Lake Wire District of Downtown.

The Developer is estimating completion in the Summer of 2024.

The Developer is requesting consideration for a modified 10-year TIF of 75% for 10 years. Based upon estimated project costs, TIF payments under the modified TIF are projected to total \$4,638,452.25 over the 10 years. Based upon estimated project costs, TIF payments under the standard TIF (50% for 5 years) are projected to total \$1,546,150.75.

V. Board Consideration:

At the Board's discretion to consider Lake Wire Owner, LLC's request for Tax Increment Financing for Phase 1 as described herein, for a reimbursement of 75% of the tax increment for 10 years. Staff, however, recommends award of the standard TIF, 50% for five years.

Attachments:

- Application
- Payment Projector
- Renderings
- Letter of Request

TIF Calculation Spreadsheet

0.0123313

	Projected Costs per Developer	Assessed Valuation at Time of TIF Application	Projected Assessed Valuation (80% of projected cost)	Increment Produced by Redevelopment	Projected Increment Generated Property Tax using 2021 millage (.0123313)*	Projected Reimbursement to Developer
Total Project Analysis						
Land	\$6,000,000	\$487,359	\$4,800,000.0	\$4,312,641.1	\$53,180.4711964	
Improvement	\$60,600,907	\$0	\$48,480,725.6	\$48,480,725.6	\$597,830.3715913	
Total	\$66,600,907	\$487,359	\$53,280,725.6	\$52,793,366.7	\$651,010.84	\$309,230.15

*The CRA reimburses taxes paid into the CRA Trust Fund by Polk County (6.899) and City of Lakeland (5.4323) These are the 2021 millage rates. If any of these entities cease to pay into the Fund, they will not be eligible for reimbursement. State Statute only allows reimbursement of 95% of the increment.

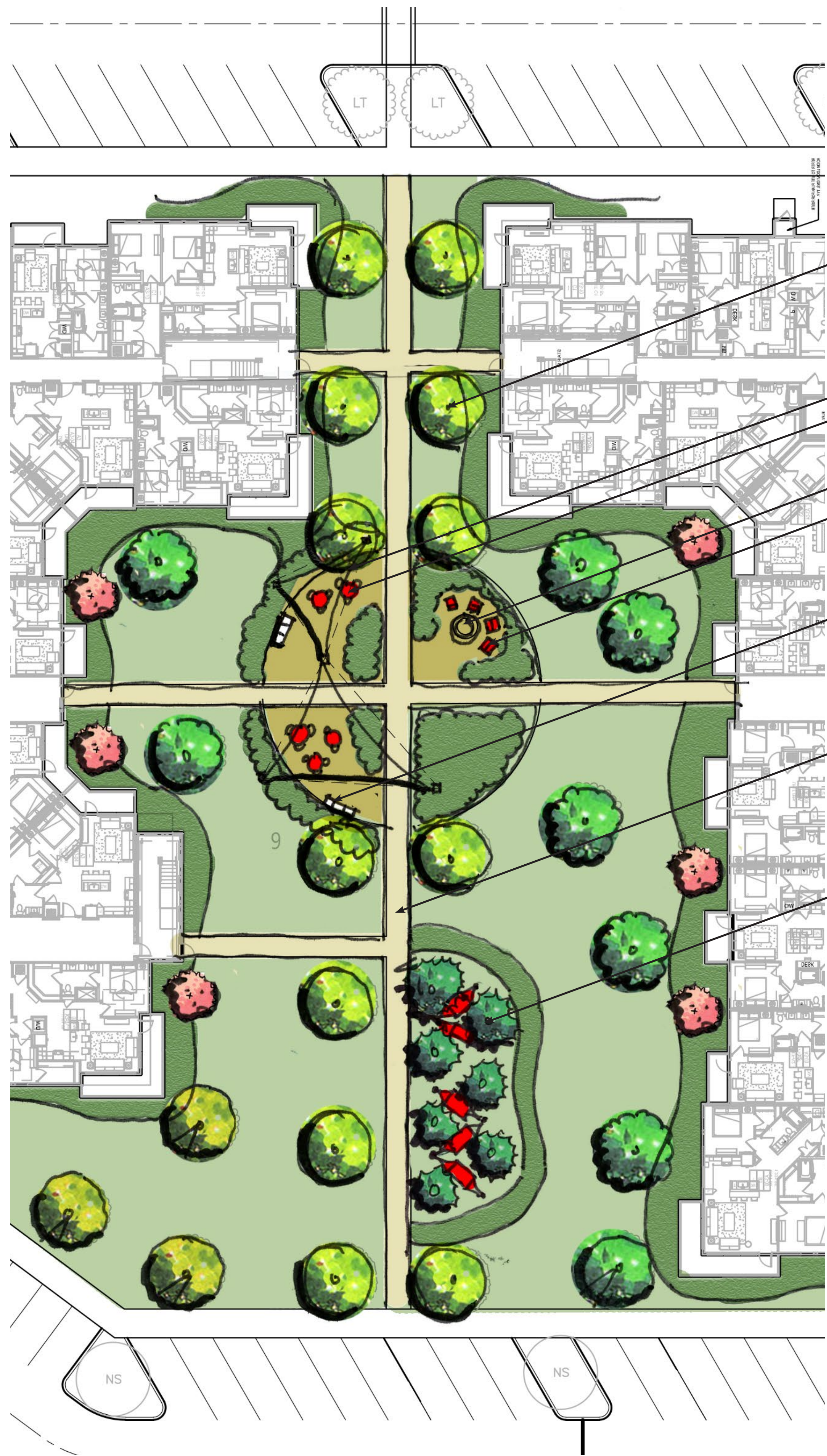
Standard TIF for 5 years		Modified TIF Request (75% for 10 years)	
50%	\$309,230.15	75%	\$463,845.23
50%	\$309,230.15	75%	\$463,845.23
50%	\$309,230.15	75%	\$463,845.23
50%	\$309,230.15	75%	\$463,845.23
50%	\$309,230.15	75%	\$463,845.23
Total	\$1,546,150.75	75%	\$463,845.23
		75%	\$463,845.23
		75%	\$463,845.23
		75%	\$463,845.23
		75%	\$463,845.23
		Total	\$4,638,452.25



NORTHERN COURTYARD:

The northern courtyard, located between buildings 100 & 200, is designed to be an active and engaging space that is adjacent to the clubhouse / amenity building. Views of the courtyard can be seen as visitors enter the project site from Sikes Blvd, drawing them into the development. Immediately adjacent to the clubhouse building is a patio proposed for café tables and seating and a flexible synthetic turf space that can be used for soft-seating or outdoor workouts. Amenities within the fenced pool courtyard include a covered outdoor kitchen, an expansive hardscape patio for pool lounge chairs and café tables, and an 1,800 s.f. pool. The pool will feature a lap-lane as well as an 8' wide sunshelf. A ring of live oaks are proposed surrounding the courtyard and pathways through the space to add vertical interest and shade to the space. Date palms are also proposed as accent trees around the pool courtyard.

The courtyard features a grand oak, at 52" dbh, and the pathways throughout the courtyard are designed to promote the health and livelihood of the existing tree. VHB is proposing a flexible gravel / stone patio reminiscent of a biergarten with community picnic tables and festoon lighting underneath the grand oak.



ALLEE OF OAK TREES

SHADE SAIL (AD-ALTERNATE)
TABLES / CHAIRS

FIRE PIT

ADIRONDACK CHAIRS

GRILLING STATION, TYP

SIDEWALK

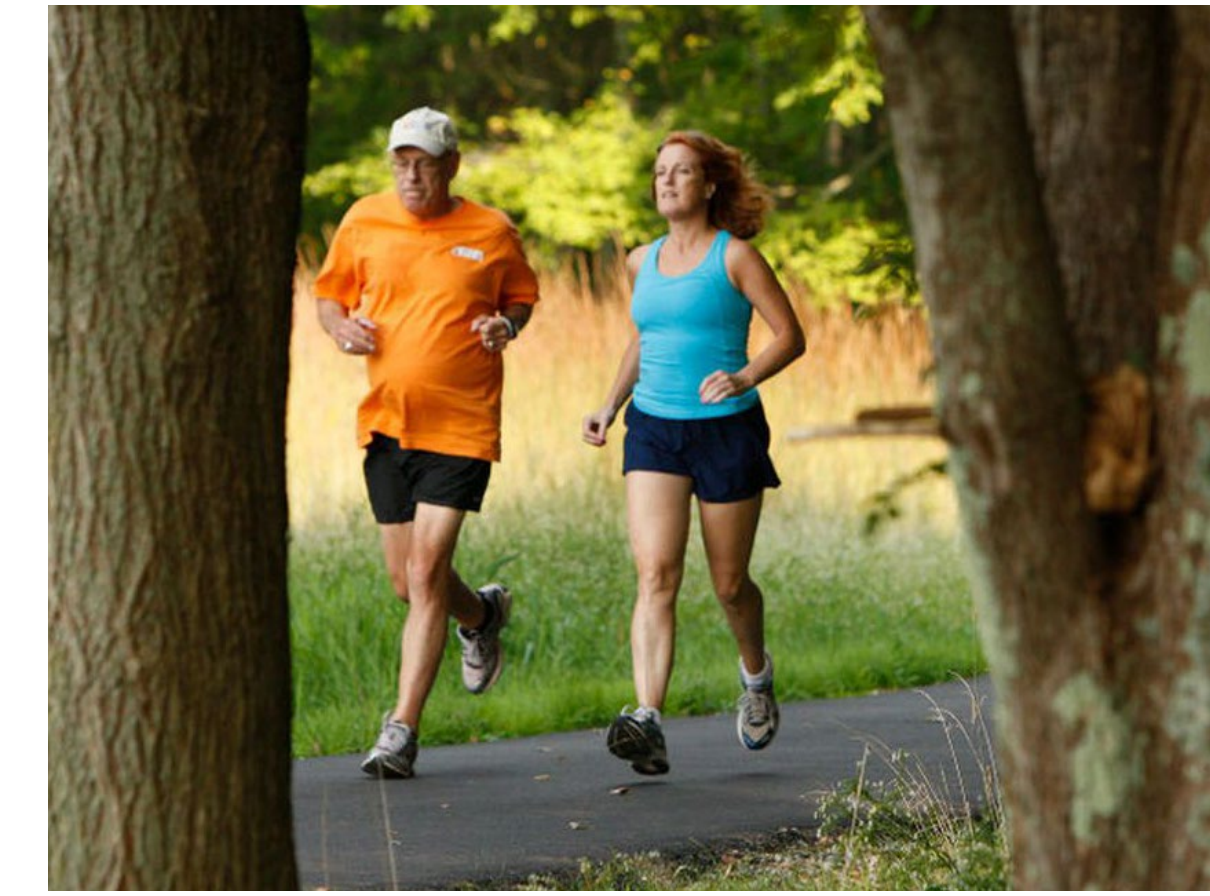
HAMMOCK GROVE ENCLOSED
BY A SWATH OF ORNAMENTAL
GRASSES



SOUTHERN COURTYARD:

The southern courtyard space, located between buildings 300 & 400, was designed to provide both active and passive spaces. A main sidewalk is located on the axis of the space running north to south, with the active elements at the node of the building entrances. The active space will include two grilling stations and suggested shade sails overhead. Ample turf space is provided for lawn games and a fire pit is included where residents can gather.

The passive space within this courtyard features a hammock grove where a resident can curl up with a good book or take an afternoon nap. Trees ring both the active and passive spaces to bring a sense of scale to the courtyard as well as provide shade in the hot summer months.



WESTERN PARK :

A large green space has been designed at the western edge of the property adjacent to the existing trail intersection of Kathleen Road and George Jenkins Boulevard. This green space features a turf area with an allee of oaks that lead residents to a pergola and dog park. The dog park will be fenced in with restricted resident-only access and feature benches for residents to rest while their four-legged friends can play. Adjacent to the dog park is the maintenance building, which will include a dog-wash station. The sidewalks around the space are meandering so that residents can use the connecting trails for a jog or walk. A buffer of pine trees is proposed along the western property line near the dog park in order to screen George Jenkins Boulevard.

April 15, 2022

Alis Drumgo
Community Redevelopment Agency
228 South Massachusetts Avenue
Lakeland, Florida 33801

RE: Lake Wire Development TIF Application Letter of Request

Dear Alis;

We are pleased to present the following letter that sets forth an outline of our request for a TIF tax abatement on the first phase of our Lake Wire Development. The first phase of the development will consist of 300 apartment units located in 4 separate four story buildings and 15,000 sf of retail space located in 2 separate one story buildings along Kathleen Rd.

Our development will create safe, high quality, modern housing that will play an integral role in the continued revitalization of the Downtown Lakeland area. Our apartments will be luxury market rate apartments that will be best in class in the downtown Lakeland area. The unit mix will consist of 16 studio units, 128 one-bedroom units, 140 two-bedroom units, and 16 three-bedroom units. All studio and one-bedroom units will have one bathroom and all two-bedroom and three-bedroom units will have two bathrooms. The majority of the units will have balconies and all residents will have access to the central clubhouse, fitness area, dog park, and resort style pool.

The retail buildings along Kathleen Rd will contain a mix of restaurants and shops that create a vibrant retail hub. The northern most suite is well situated for murals and outdoor dining and will make a great gateway to the downtown Lakeland area, whether traveling by foot, bicycle or car. There are ~160 on-street parking spaces that will be available to the public which will help promote retail traffic as well as visitors to Lake Wire and downtown Lakeland.

We will enhance the walkability of the immediate surrounding area by improving the sidewalks in front of the retail buildings with an 8-foot seating zone, a 7-foot sidewalk and a landscape zone that will create a buffer of trees between pedestrians and vehicles. Guests will enjoy this store front experience along Kathleen Rd and will be able to continue their stroll through our development or cross at the improved MLK intersection allowing for easy pedestrian access to and from the existing walking trails surrounding Lake Wire.

Additionally, our development will extend the existing walking path along the southern border of the property to the intersection of George Jenkins Blvd and Kathleen Rd which will help to complete the connection to the Bonnet Springs Park. We are also reserving an easement for Lake Wire Development Company to connect directly to Bonnet Springs Park when funding is available.

The project has been designed by Preston Partnership, an award-winning national architect based in Atlanta that has designed over 100,000 multifamily units and over 18 million sf of retail. The general contractor is Deangelis Diamond, headquartered in Naples, Florida, who has completed over \$4 billion dollars of construction projects in the last 25 years.

The project is anticipated to create over 150 short term construction jobs and over 100 permanent jobs. The tax revenue generated from the land in 2021 was \$0. The total purchase price of the land is \$9,925,000, however we are allocating \$6,000,000 to the first phase. The construction budget for improvements has increased by over \$10,000,000 since December 2021 and is now \$60,600,907 for hard costs in the first phase. We have \$2,307,585 allocated for design and engineering costs. Given the recent increase to our construction budget, we are requesting a 75% tax abatement for 10 years to help us finance this transformational project in Downtown Lakeland.

In addition to this letter request, we have also included the following items in a Dropbox link via email.

- Project Schedule and Construction Budget
- Schematic Drawings (contains site plan, floor plan, renderings, and specifications)
- Photographs of Vacant Property
- Notarized Letter from Lake Wire Development Company (seller)
- Carter Housing for Tomorrow, LLC W-9 (Lake Wire Owner, LLC bank accounts have not been set up yet)
- Current Tax Assessments (we have included all parcels in the purchase, however due to the owners being tax exempt, the amount of taxes being paid on the parcels is currently \$0)

We are extremely excited about our Lake Wire Development and look forward to continuing to work hand in hand with the city of Lakeland and the Community Redevelopment Agency.

Please review our application and reach out to us with any questions.

Sincerely,

Jack Murphy
Carter - Vice President

April 7, 2022

Community Redevelopment Agency

228 South Massachusetts Ave.

Lakeland, FL 33801

RE: Lake Wire Phase 1

608 Prospect St. Lakeland, FL

Developer: Lake Wire Owner, LLC

It is a pleasure to provide this letter of support for Lake Wire Owner LLC's application for tax increment financing for its mixed-use development in West Downtown. This project, to be completed in phases, has a Phase I improvements budget of \$60,000,000, representing +5,200% of the current assessed value (\$1,152,812 in 2021). Purchase Price of the 22-acre development site is \$9,925,000 and closing is anticipated on August 22, 2022.

Over time, the City of Lakeland, including efforts by the City's planning department, and by the Community Redevelopment Agency, has acknowledged the key role and impact that this 22-acre site can have on the Downtown, and on the community at large, and reflected this recognition in multiple concept plans, including the important Downtown Catalyst Plan. These plans have called for the conversion of this once-industrial site to a site contributing to the active live/work/play fabric designs for the Downtown. Lake Wire Owner LLC's plans help bring those designs to life, with the introduction of apartments, and retail and office opportunities.

Located within an Opportunity Zone, this site was targeted for redevelopment in an area heretofore associated with compromised and economically challenged neighborhoods. The goal of bringing economic opportunity to this area is enhanced by the presence of the proposed mixed-use project. It is a stark transformation of a former industrial and "Brownfield" site into an active and viable live/work/play opportunity.

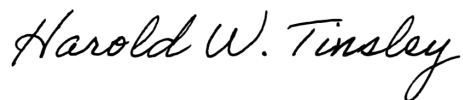
This site is a key property for linking Core Downtown with the newly recognized and burgeoning "West" Downtown, helping provide connectivity to the activities in the Core with the new community asset and image-maker, Bonnet Springs Park, by creating new pedestrian and bike access both along Lake Wire Drive as well as along the dedicated elevated bike path circling the project.

Consistent with the CRA's goals for the Lake Wire District, this project is to be mixed-use, containing multi-family development in addition to creating a retail center at the nexus of Lake Wire Drive and George Jenkins Boulevard; creating another "anchor" in West Downtown while providing synergy with Bonnet Springs Park. The project has committed to retail uses, including eateries and support commercial, and voluntarily restricted uses which would not foster the environment/"destination" fabric envisioned by the City for this site.

It should be noted as well that this site is to be developed in phases: This initial Phase I sets the framework/infrastructure and "energy" in place to provide for further expansion in Phase II of the mixed-use concept with this successive phase being supported by the underpinnings of the initial development, and encouraging new uses such as hotels and further expansion of entertainment/food venues ... spurred on by the recognition that this property provides the key connection between Core Downtown, the RP Funding Center, the multi-modal transit/rail hub, and Bonnet Springs Park, the \$120 million private investment. Of note: Bonnet Springs Park is the current owner of the subject site, and the sale proceeds will go to support the Park and its substantial beneficial economic impact on the entire community.

Sincerely,

Lake Wire Development Company, LLC

A handwritten signature in cursive script that reads "Harold W. Tinsley".

Harold W. Tinsley, Manager



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Shelley Guiseppi, CRA Project Manager
Through: Brian Rewis, Director of Community & Economic Development
CC: Jennie Moore, Ward Incorporated
Date: July 7, 2022
Re: Stone Cabin Coffee and Cheesecake Company Grant Request -1212 S Florida Av

I. Background:

Stone Cabin Coffee and Cheesecake Company is a dream from Jennie Moore's teen years. She dreamt about robust aromas and decadent slices of cheesecake heaven.

She always knew that she was different from most her age. Wise beyond her years, you could say. She realized early on that being in business for herself, as a woman, would set her apart. But never in her wildest dreams could she have ever imagined that my future would become so clear so fast. It all started with a road trip.

She remembers walking thru the streets of Atlanta, GA with her friends. They were completely taken in by hustle and bustle of this new city. So young and so impressionable it was as if their senses were intensified 100 times! She remembers being awestricken by the sights, the sounds and then just as they rounded the corner – the aroma. It was obvious they had stumbled upon what would forever change her life - a coffee house. Not just another corporate chain like you find on every other corner in every other city. An actual coffee house that specialized in coffee, cakes, and light fare.

The outside was red brick with an outside area to dine and the inside looked no less than a five-star gourmet restaurant. As they entered the doorway, they were not greeted by some stuffy man in a tux, they were greeted by one of the biggest dessert cases they have ever seen and a smell that captivated upon entry. Then to her surprise, they were greeted by a sweet little hostess not much older than they were at the time. She remembers being led back to the table just mesmerized at all this establishment had to offer.

Atmospherically, it was romantic but home-like in nature. They could hear the fresh coffee being ground and the smell of fresh drip coffee just filled the air. She says, “It was right then and there that my destiny was defined, and I knew I had to have a place like this of my very own, but with a twist - a southern, family-style restaurant, featuring my private coffee roast and gourmet cheesecakes. Who knew a trip amongst friends would be so powerful as to awaken the entrepreneurial spirit in my teenage self”!

Stone Cabin Cheesecake is located in the Dixieland CRA District.



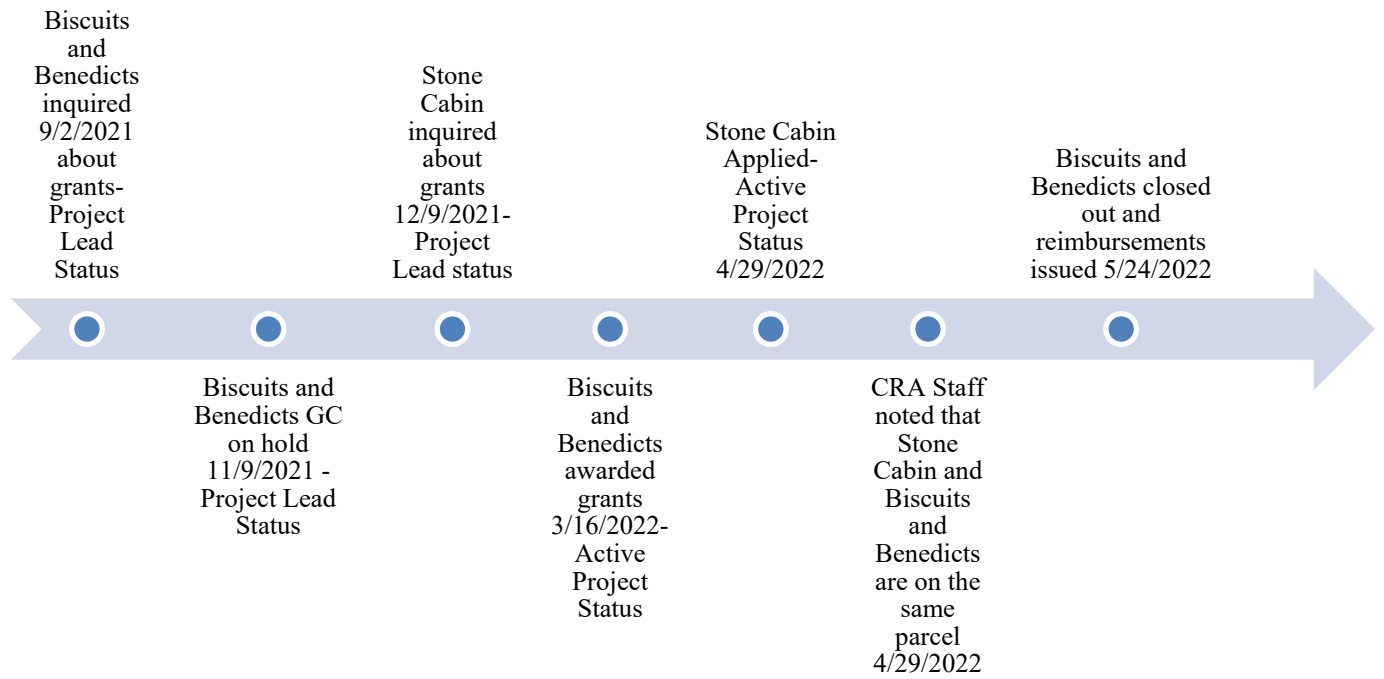
II. Renovation Costs:

The applicants originally submitted for façade & site improvement, infill adaptive reuse and EDGE grants to offset the estimated \$292,943 total development cost. However, because the parcel is improved with two (2) separate buildings, and the second building, the new home of Biscuits and Benedicts which received full funding across all three eligible grant programs, this request is ineligible for additional grant funding.

Incentive	Grant Eligibility	Applicant Request
Façade & Site (exterior improvements)	\$0	\$25,000
Infill (system upgrades, including HVAC, plumbing, and ADA-accessibility)	\$0	\$25,000
EDGE (upgrades, water, electric, wastewater, grease trap, backflows, venting systems sprinklers, solid waste, engineering services for mechanical and plumbing services)	\$0	\$25,000
Total	\$0	\$75,000

The applicants are seeking a total grant award up to \$75,000. The CRA’s contribution, if approved, would be contingent upon the overall project budget and expenditures. The proposed improvements are consistent with the Dixieland Redevelopment Plan and will contribute to the physical improvement and economic viability of the area. Due to the business’s location on the same parcel as Biscuits and Benedicts, plus the fact the Biscuits and Benedicts utilized 100% of the funding available for this parcel and similarly situated applicants have been denied funding previously, staff cannot recommend approval of this request.

Timeline of Events





PROUDLY PRESENTING STONE CABIN COFFEE AND CHEESECAKE COMPANY



Stone Cabin inspires you to take a trip to the mountains with each visit. Our southern country décor is sure to put you in the mood for some down-home goodness. With our menu featuring all things cheesecake, private-label coffee, and our very own southern eats served family style in our restaurant, all who enter as friends leave as our family!

Concept:	Restaurant/Gift Store
Prototype:	8-10,000 sq ft
Site Criteria:	High visibility, High traffic
Demographics:	Highly populated or tourist area
Trade area:	Florida, Georgia, North Carolina South Carolina, Alabama, Tennessee



III. Board Consideration:

At the Board's discretion to consider a modified funding allocation for the proposed project up to \$75,000 to be reimbursed according to the CRA's grant guidelines. If approval is given it will be with the stipulation that funds are not available until October 2022.



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Brian Rewis, Director of Community & Economic Development
Date: July 7, 2022
Re: Polk County Veterans' Council and Platform Art, Inc. Request for Funding to Support Friends of Freedom Monument

I. Background:

In June 2022 CRA staff was approached by representatives of the Polk County Veterans' Council with a request for funding to support completion of the Friends of Freedom Monument planned for Veterans Memorial Park adjacent to Lake Beulah and the RP Funding Center. In their joint request, a copy of which is attached, the Veterans' Council and Platform Art explained the significance of the proposed monument and outlined project partners and support that has been garnered since the project's inception in 2020.

II. The Site:

The monument's home in the southwest corner of Veterans Memorial Park, near the intersection of W. Lime Street and Lake Beulah Drive, has already been selected and prepared by the City's Parks, Recreation & Cultural Arts Department (photo below), leaving installation of the monument and related landscaping to be completed.



III. Project Description:

The Friends of Freedom Monument shown in a sketch below, is an approximately 7' tall bronze sculpture incorporating eight (8) visual narrative images produced by students of Polk County high schools. The applicant's request includes a planned unveiling and dedication of the monument at a Veterans Day event scheduled for Saturday, November 12, 2022.



IV. Project Evaluation:

The proposed Friends of Freedom Monument is consistent with the Downtown Redevelopment Plan, particularly as it relates to public art, culture and history, and the degree to which Veterans Memorial Park anchors the western boundary of the Downtown Redevelopment District.

Though unbudgeted, there are FY22 funds sufficient to grant the applicant's request for support, in whole or in part.

V. Board Consideration:

At the Board's discretion to consider the applicant's request for support, with staff's recommendation for approval not to exceed \$10,000.

Attachments:

- Applicant Request for Funding
- Applicant Budget (Expense & Income Statement)
- Donor List

June 15, 2022

Mr. Brian Rewis
City of Lakeland Community Redevelopment Agency
309 Massachusetts Ave
Lakeland, FL. 33801

Dear Mr. Rewis and CRA Board of Directors:

Thank you for your interest in the *Friends of Freedom* monument honoring veterans of the Spanish American War, and Lakeland's unique role in this historic military campaign. We respectfully request support from the CRA to complete the public art monument project located in the downtown CRA district for Veterans Memorial Park, a city owned and managed park.

The Polk County Veterans' Council approached Platform Art, Inc. in 2020 to research and propose a significant public art monument for Veteran's Memorial Park, honoring veterans of the Spanish American War 1898, the only military conflict to-date not represented in the park. Lakeland, population 1,000, became an encampment for 9,000 soldiers with their horses, including five infantries and the 10th Cavalry Buffalo Soldiers stationed on our downtown lakes, Morton, Mirror, Wire, and Hunter, prior to their departure from Tampa to Cuba. The legendary Buffalo Soldiers were the first to take San Juan Hill in Cuba, thus ending the 16-year Cuban War for Independence with Spain.

Partners in the project include, Henry B. Plant Museum, Tampa; Buffalo Soldier Museum Houston; FSC L.Chiles History Center; Lakeland Library and Bartow History Museum, and several regional historians and authors participating in our educational programs including Dr. Mike Denham, Dr. Jose Garcia, Lloyd Harris, LuAnn Mims, and Cantor Brown, among others. Our partner organizations provided research, presentations, programs, feature articles, and have made available artifacts and images of the soldier's encampments. We produced a film, *Those Men That Came Before*, outlining the history of the war and Lakeland's remarkable role in this national effort. The film was distributed to PC high schools, inspiring students to produce visual narratives of the history. Eight students images were selected to be sculpted and incorporated into the monument.

An outline of our budget expenses and revenue raised for the project is attached. The Polk County Veterans Council has taken an active role in fundraising and has successfully generated support from veterans' organizations including American Legion, Post 4; Buffalo Soldiers of Florida, Inc.; NABVETS; as well as Chapters Health Fnd. Tampa; Rodda Construction; and Home Depot, who are all supporters of veterans causes. Parks and Rec. selected the site, and approved the construction of the pedestal and sidewalk to the monument. The remaining funds needed will support the final payment to the artists and fabricators, shippers, and the installation including recognition on the plaque, landscaping for the site, and the unveiling/dedication in partnership with PCVC, Veterans Day, Nov. 12, 2022.

Sincerely,

Cynthia Haffey
Executive Director

cc: Don Selvage, Gary Clark

Platform Art - Friends of Freedom Monument	
Expenses	Amount
Artists fees, materials and fabrication of monument	59,750.00
Speaker Fees- Speaker Series	2,600.00
Film- Those Men That Came Before	5,031.00
Marketing, invitations, Brochures, Mailings, Social Media	8,005.15
Speakers Series Expenses- Food, Rental, etc.	8,218.08
Operating Costs-15% for \$169,000 for 24 months	25,350.00
Total Expenses Paid as of 6/14/2022	108,954.23
Costs to Complete Project	Amount
Final Contracted Payment fo Artist	18,250.00
Shipping	7,500.00
Installation Costs	3,500.00
Plaque	3,200.00
Donor Recognition	3,500.00
Landscaping	1,000.00
AMOUNT NEEDED TO COMPLETE	36,950.00
TOTAL COSTS	145,904.23
INCOME	Amount
Public Support	44,194.00
Grants	
State of Florida	25,000.00
NEA Grant	10,000.00
Florida Humanities	5,000.00
Cornelia T Bailey Foundation	25,000.00
Lakeland Mayor's Council for the Arts	9,045.00
Lakeland Electric Community Giving Grant	1,000.00
Total Grants	75,045.00
Speakers Series Donations	2,162.24
TOTAL INCOME	121,401.24
Dollars needed to Complete	24,502.99
Final as of June 14, 2022 3:35 PM	

Becky Ault, *Friends of Freedom 2022* * Donors

Veteran's Memorial Park, Lakeland (a/o 5/9/22)

PRESIDENT'S SOCIETY (\$10,000)

**Cornelia T. Bailey Foundation
City of Lakeland Mayors Council of the Arts
Chapter's Health Foundation
National Endowment for the Arts
Sally & Tom Petcoff
State of Florida Division of Cultural Affairs**

COMMANDER'S CLUB (\$7500)

BENEFACTOR (\$5000)
**Florida Humanities
Polk County Tourism & Development Council
Rodda Construction, LLC.
Rotary Clubs of Lakeland**

PATRON (\$2500)

**Hilda Sutton & William D. Blanton Charitable Foundation
Paxon Morrison Foundation, Inc.**

GOLD LEVEL (\$1500. Incl \$1k)

**Kathy Abels
Mike & Marie Cunningham
Buffalo Soldiers Florida, Inc.
A gift from Daniel G. Land in memory of
Virginia May Herndon
NAACP, Lakeland
National Association of Daughters of the Revolution, Lakeland
NABVETS CFC
United Daughters of the Confederacy
Annie H. Darracott, Chapter 791
Margaret Anne Wheeler**

SILVER LEVEL (\$500)

**American Legion, Post 4
Art Design Group
Bell-Barnett Family Fund
Within the GiveWell Community Foundation
BSMC, Tallahassee
Rita & Don Selvage
Deb & David Misch
Ann & Steve Moore
Elise & Philip Mowry**

GIFTS (\$250+)

BSMC Orlando

Prospects

Military Order of the World Wars, MOWW Sun City Chapter, Roberta Troxell
Community Redevelopment Agency
Lakeland Electric
Solivita Veterans
Solivita African American Heritage Club