

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Community Redevelopment Agency Advisory Board

Thursday, April 6, 2023 | 3:00 PM
City Commission Conference Room, City Hall

A. Call to Order and Roll Call

B. Updates:

1. Monthly Financial Update, Project Trackers, Manager's Report*
2. Upcoming Events:*
 - CRA Annual Report Presentation – April 17th
 - Municipal Boards Dinner – April 21st

C. Action Items

1. Meeting Minutes March 2, 2023 (Pg.10-12)
2. Small Business Technical Assistance (Pg.13-16)
3. E. Main District/Rose Street ROW Professional Services (Pg.17-55)

D. Discussion Items

1. [CRA Annual Report](#) and [Audit 2022](#)

E. Public Comments from Audience

F. Comments from Board Chair and Members of Advisory Board

G. Adjourn

* For Information

NEXT REGULAR MEETINGS:

Thursday, May 4, 2023, 3:00pm City Hall

Thursday, June 1, 2023, 3:00pm Lakeland Electric Meeting Rooms 1A/1B

**REVENUE AND EXPENDITURE SUMMARY
LAKELAND COMMUNITY REDEVELOPMENT AGENCY**

**Dixieland
March-23**

	FY 22 Final	FY 23 Budget	To Date	Encumbered
REVENUES:				
Ad Valorem Taxes	\$322,069.35	\$380,654.00	\$206,717.92	
Other	\$51,960.85	\$54,000.00	\$21,237.64	
Unappropriated Surplus Year Prior	\$886,672.00	\$778,404.51		
Revenues Total	\$1,260,702.20	\$1,213,058.51	\$227,955.56	
EXPENSES:				
Operating	\$81,194.76	\$107,227.00	\$6,749.09	\$107,227.00
Community Improvement	\$3,447.00	\$7,134.00	\$2,972.50	\$7,134.00
<u>Incentives:</u>				
Small Project Assistance	\$205,913.97	\$350,000.00	\$0.00	\$77,979.00
Infill Adaptive Reuse Assistance	\$50,000.00	\$300,000.00	\$0.00	\$100,000.00
Arts & Entertainment	\$29,590.53	\$25,000.00	\$9,128.12	\$37,932.00
Special Projects:				
Alley Improvement Projects	\$429.39	\$108,484.00	\$1,328.84	\$108,484.00
SFLA Corridor	\$111,594.72	\$849,455.00	\$2,599.00	\$849,455.00
Dixieland Sign	\$127.32	\$12,446.00	\$4,000.30	\$5,000.00
Expenses Total	\$482,297.69	\$1,759,746.00	\$26,777.85	\$1,293,211.00
Unappropriated Surplus Surplus (Refer to CIP)	\$778,404.51	-\$546,687.49	\$201,177.71	

**REVENUE AND EXPENDITURE SUMMARY
LAKELAND COMMUNITY REDEVELOPMENT AGENCY**

**Downtown
March-23**

	FY 22 Final	FY 23 Budget	To Date	Encumbered
REVENUES:				
Ad Valorem Taxes	\$2,071,240.24	\$3,153,716.00	\$1,711,860.32	
Other	\$148,976.86	\$103,000.00	\$69,362.72	
Unappropriated Surplus Year Prior	\$2,074,444.00	\$2,588,656.95		
Revenues Total	\$4,294,661.10	\$5,845,372.95	\$1,781,223.04	
EXPENSES:				
Operating	\$119,286.28	\$192,448.00	\$10,866.76	\$192,448.00
Community Improvement	\$30,756.00	\$56,053.00	\$23,355.40	\$56,053.00
TIF Agreement Payments	\$187,879.97	\$1,011,305.00	\$891,835.80	\$893,303.79
Debt Service	\$400,000.00	\$400,000.00	\$100,000.00	\$400,000.00
Property Management	\$4,225.36	\$103,690.00	\$1,469.18	\$0.00
<u>Incentives:</u>				
Small Project Assistance	\$152,163.39	\$699,305.00	\$25,000.00	\$655,440.00
Infill Adaptive Reuse Assistance	\$60,000.00	\$0.00	\$0.00	\$0.00
Arts & Entertainment	\$14,502.99	\$10,000.00	\$10,000.00	\$10,000.00
<u>Special Projects:</u>				
Catalyst Development	\$548,891.72	\$241,108.00	\$0.00	\$100,000.00
Mirrorton Substation Screenwall	\$49,575.94	\$469,193.00	\$94,847.18	\$446,933.41
Bay St Streetscape & Drainage	\$0.00	\$25,655.00	\$0.00	\$25,655.00
Downtown Streetscape	\$33,608.10	\$140,000.00	\$4,105.13	\$140,000.00
Downtown Corridor Enhancements	\$0.00	\$224,345.00	\$0.00	\$0.00
Five Points Roundabout	\$24,800.00	\$311,096.00	\$20,631.89	\$311,096.00
SFLA Corridor	\$80,314.40	\$649,247.00	\$58,735.00	\$649,247.00
Lake Mirror Promenade	\$0.00	\$150,000.00	\$0.00	\$150,000.00
Expenses Total	\$1,706,004.15	\$4,683,445.00	\$1,240,846.34	\$4,030,176.20
Unappropriated Surplus				
Surplus (Refer to CIP)	\$2,588,656.95	\$1,161,927.95	\$540,376.70	

**REVENUE AND EXPENDITURE SUMMARY
LAKELAND COMMUNITY REDEVELOPMENT AGENCY**

**Midtown
March-23**

	FY 22 Final	FY 23 Budget	To Date	Encumbered
REVENUES:				
Ad Valorem Taxes	\$5,535,129.39	\$6,964,892.00	\$3,788,856.54	
Other	\$265,915.29	\$124,000.00	\$122,766.40	
Rental Income & Reimbursements	\$190,369.99	\$152,000.00	\$145,768.27	
Unappropriated Surplus Year Prior	\$4,224,732.00	\$6,786,177.43		
Revenues Total	\$10,216,146.67	\$14,027,069.43	\$4,057,391.21	
EXPENSES:				
Operating	\$511,722.46	\$952,195.00	\$159,207.48	\$949,013.00
Community Improvement	\$444,468.33	\$446,388.00	\$185,995.00	\$449,570.00
Property Management	\$264,730.10	\$337,496.00	\$121,536.98	\$337,496.00
<u>Incentives:</u>				
Small Project Assistance	\$376,435.37	\$1,243,457.00	\$221,146.49	\$896,876.00
Arts & Entertainment	\$0.00	\$35,310.00	\$0.00	\$15,000.00
Job Creation Incentive	\$208,000.00	\$212,000.00	\$0.00	\$208,000.00
Affordable Housing	\$203,402.45	\$2,934,171.00	\$111,481.06	\$350,000.00
<u>Special Projects:</u>				
Redevelopment Mass Ave Properti	\$510,352.35	\$793,245.00	\$58,212.49	\$200,000.00
114 E Parker Construction	\$242,669.93	\$0.00	\$0.00	\$0.00
E. Main District	\$262,580.00	\$869,314.00	\$4,900.00	\$750,000.00
Olive Street Sidewalk	\$2,523.73	\$185,000.00	\$32,209.54	\$185,000.00
N. Scott Ave Sidewalk	\$12,311.59	\$235,688.00	\$0.00	\$235,688.00
Emma St Sidewalk	\$0.00	\$200,000.00	\$0.00	\$200,000.00
Chase St Trail	\$0.00	\$300,000.00	\$0.00	\$300,000.00
Five Points Roundabout	\$2,319.46	\$572,961.00	\$922.13	\$572,961.00
Providence Road	\$124,661.75	\$775,104.00	\$42,954.24	\$775,104.00
W. Lake Parker/Lakeshore Trail	\$27,865.58	\$77,509.00	\$2,100.00	\$4,200.00
Memorial Blvd	\$0.00	\$550,000.00	\$0.00	\$550,000.00
Midtown Landscape/Median Maint.	\$21,557.23	\$96,780.00	\$11,252.83	\$25,000.00
NW Neighborhood	\$142,881.54	\$1,188,587.00	\$475.94	\$200,000.00
NE Neighborhood	\$71,487.37	\$746,233.00	\$7,416.27	\$200,000.00
Midtown Infrastructure	\$0.00	\$250,000.00	\$0.00	\$0.00
Expenses Total	\$3,429,969.24	\$13,001,438.00	\$959,810.45	\$7,403,908.00
Unappropriated Surplus				
Surplus (Refer to CIP)	\$6,786,177.43	\$1,025,631.43	\$3,097,580.76	

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

Project Progression Report

April 2023

	Project	Status	Phase	Funding Allocated	Notes
Multi-Year Infrastructure Improvements	Five Points Roundabout	ON TRACK	Pre-Construction	\$895,000	RFP scheduled to be released April 2023
	Providence Rd	ON TRACK	Planning	\$2,500,000	Project Estimated at \$7.1 million dollars; Programmed for FY 26-27
	Multi-Neighborhood Septic to Sewer Study	ON TRACK	Planning	\$50,000	Underway - Initial Study completed, Additional evaluation for prioritization and funding analysis
Development Agreement Commitments	N. Massachusetts Ave Development Agreement	ON TRACK	Agreement Pending	TBD	Developer Due Diligence; Contamination Monitoring Established
	Oak Street Development	ON TRACK	Design	\$1,836,000	Exterior Design Approved, Project moving to Site Plan review
	Mirrorton Substation Screening Wall	ON TRACK	Construction	\$435,000	Construction underway
	Mirrorton Bay Street Streetscape	ON TRACK	Design	\$440,000	Early concept design
Sidewalk/Trail Improvements	Central Avenue/Olive St Pedestrian Improvements	ON TRACK	Construction	\$185,000	Designed & Permitted. Construction underway by Public Works
	N. Scott Avenue Sidewalk Improvement	ON TRACK	Design	\$235,680	Design in progress, combined with Emma Street sidewalk
	Emma Street Sidewalk Improvement	ON TRACK	Design	\$200,000	Design in progress, combined with N. Scott Ave sidewalk
	Chase Street Trail	ON TRACK	Design	\$175,000	Design in progress, consideration of LAP/FDOT funding partnership
Strategic Planning Efforts	South Florida Ave Master Plan	ON TRACK	Complete	\$57,700	Final Report provided. Currently being modeled into Catalyst 2.0
	East Main District Plan	ON TRACK	Complete	\$74,900* Pending TA \$163,600	Final Report provided. Next phase to provide design docs for Rose Street construction
	Downtown West Master Plan	ON TRACK	Planning	\$150,000	1 st Public Meeting held February. Team to review feedback/comments. Web based input and data being released for broader public participation
	Catalyst 2.0	ON TRACK	Phase I/II Complete Phase III Underway	\$100,000	Platform built for Downtown inventory; Expansion underway for DT West, South Florida Ave and E. Main
	Mass Area Mixed Use Plan	ON TRACK	Planning	TBD	Review of parcels available, next steps RFP/RFQ

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

Program Progression Report

April 2023

<i>District</i>	<i>Project</i>	<i>Active Grant(s)</i>	
<i>Dixieland</i>	Stone Cabin	Façade and Site & Infill Adaptive Reuse	
	Sanoba Law office	Infill Adaptive Reuse	
	Vanguard Room	Infill Adaptive Reuse	
	Unlimited DPI	Façade and Site, Design Assistance and Infill Adaptive Reuse	
	<i>Total Amount Awarded: \$177,979</i>		
	Steve Artman	Art infusion	
<i>Midtown</i>	Farmers Insurance	Design Assistance	
	Richard Fox Plumbing	Infill Adaptive Reuse & Facade and Site	
	Dynamic Properties	Infill Adaptive Reuse & Façade and Site	
	Skate World	Infill Adaptive Reuse, EDGE & Façade and Site	
	Uncle Apps	Façade and Site	
	Hadley's School	Design Assistance	
	Vishal Shadadpuri Laundry Reno	Infill Adaptive Reuse	
	Payne Air	Design Assistance	
	Labor Finders	Design Assistance & Façade and Site	
	<i>Total Amount Awarded: \$896,876</i>	Medical Suites	Edge, Façade and Site & Infill Adaptive Reuse
	Kaprichos Bakery	Design Assistance	
<i>Downtown</i>	TR Hillsborough	EDGE & Second Floor Renovations	
	<i>Total Amount Awarded: \$655,440</i>	Cate Café	EDGE
		Gore Building	Infill Adaptive Reuse

Manager's Report
March 2023

- In March, we responded to and met with 14 different **project leads**. These varied from small business owners needing information on incentives and site development guidance, to large-scale developers seeking opportunities in Lakeland. (shoutout to Shelley)
- **Website updates** to show continued work on Downtown West study and Catalyst 2.0 (shoutout to Carlos). Also working to update incentive summaries for more accurate information and building base for iMS application links and cross-references
- **Property management** and audit of previous tenant billings in order to position properties for sale to those interested and ready to purchase. Landscape and irrigation bids being sent out for new vendor responses, and also requesting energy/water audits for each tenant. (shoutout to Sandra).
- **Olive Street sidewalk** has started and staff is monitoring construction progress. Public Works Construction & Maintenance team is moving along quickly and expected to be complete by end of April
- **Mirrorton Substation Screenwall** project is progressing, with main structure complete and exterior brick pattern installation underway.
- **Bay Street** Streetscape and Drainage project was initiated with Public Works Engineering team, design should commence through summer and permitting expected in fall. Construction is expected to begin by new FY24
- Presentation to **North Lake Wire Neighborhood Association** at their regular meeting regarding Downtown West Plan and gathered feedback on key insights, desired commercial and residential infill opportunities.
- [Downtown West](#) planning work continues, and additional information added to the LCRA Website as well as survey distribution for additional input
- Continued refinement of new initiative for **small business technical assistance programs** with BBIC/Prospera. Funding and scope of services up for CRA Advisory Board consideration on April 6th agenda, also scheduled for City Commission April 17th with full agreements.
- **iMS implementation** (TrakIT replacement) continued development and refinement of workflow. Current progress currently focused on application (intake) development phase
- Developing Midtown Mini Mural Projects in Mass/Parker area with Talbot House partnership and The Well, artist curatorial committee formed to select artists and support **art infusion development into Midtown**
- **Oak Street Development** has submitted application for site plan review through the City and is expedited for review
- CRA team members participated in LPD ride-along program with **CRA Officers** to understand daily law enforcement perspectives withing CRA districts.

Manager's Report
March 2023

- Participation in ongoing discussions with **LPD** and community partners in how to effectively address and assemble resources for increased homelessness activities, and identify gaps in housing or service provider resources. This is an ongoing discussion which will require multi-jurisdictional efforts
- Initiated **data analytics** efforts tools including ArcGIS, Esri Business Analyst and CoStar for accurate and timely information to effectively communicate with businesses and prospective developers
- Working with the CED team, developing supporting documentation for grant submission of EPA Environmental Justice Government to Government grant application for **Martin Luther King Jr. Avenue corridor vision plan**
- Began submission of Florida League of Cities Municipal Achievement Award for **Catalyst 2.0** digital twin planning tool to recognize efforts in economic development between CRA, City, LEDC, and the Apiary
- Reviewed 19 applications and scheduled 5 interviews for **Project Managers** vacancies
- Received 30 applications for Advisory Board vacancies, goal to review/interview in April
- Continued coordination of new **E. Main District/Rose Street** Development project and coordination with City Departments. Received and prepared recommendation for CRA Advisory Board to approve professional design services of ROW improvements on Rose Street by Straughn Trout Architects

Reporting:

- Completion, publication, and transmittal of Annual Report of CRA Activities FY 22
- Completion, publication, and transmittal of Audited Financials FY 22

SAVE THE DATE

Friday **APRIL 21, 2023**

5:30 P.M. - 8:00 P.M.



Municipal *Boards* **DINNER**



SPECIAL THANKS TO OUR SPONSOR



**THE CLEVELAND HEIGHTS
GOLF COURSE
MAIN BALLROOM**

2900 BUCKINGHAM AVE, LAKELAND, FL 33803

**FEATURING:
THE SWAN CITY JAZZ PROJECT**



**Community Redevelopment Area Advisory Board
Meeting Minutes
Thursday March 2, 2023
10:00 AM – 12:00 PM
City Commission Conference Room, City Hall**

Attendance

Board Members: Tyler Zimmerman, Chrissanne Long, Terry Coney, Harry Bryant, Christine Goding, Katy Martinez and Teresa O'Brien

Absent: Commissioner McCleod

Staff: Valerie Ferrell, Shelley Guiseppi, Sandra Fairall and Carlos Turner

Guests: Assistant Director Jason Willey, LPD/NLO/CRA Officer Buttery, LPD/NLO/CRA Officer Hammersla, and Greg Wilkerson

Packets

- Meeting Minutes dated February 2, 2023
- Financial Update
- Project Progression Report
- Memo – Peachtree Flats Development Infrastructure Request

Housekeeping

Action Items – Old Business

Financial Update & Project Tracker

Valerie Ferrell advised projects are on track, financials are doing well and presented the new financial report which provides more details than the previous report. There is also a new Managers report which highlights projects and meetings the CRA manager has had since the previous board meeting.

Housekeeping

Valerie Ferrell introduced new CRA staff member Sandra Fairall and advised there are two vacancies to fill to complete staffing needs.

The Oak Street Development was approved through Commission and is in site plan review.

The Olive Street Pedestrian improvements have been designed, permitted and construction has begun.

The Downtown West Master plan had a meeting last week where public feedback was received, and staff will go out to the neighborhoods to speak with the residents to add to the planning documents.

Meeting Minutes Dated February 2, 2023

Katy Martinez requested to modify the minutes by removing verbiage.
Christine Goding motioned to approve with amendment.
Chrissanne Long seconded which passed unanimously.

Action Items – New Business

Peachtree Flats Development Infrastructure Request

Valerie Ferrell provided an overview of Peachtree Flats Development. The approved TIF was 75% at 5yrs versus the original request of 75% at 10yrs in November 2022. The site is 1.6 acres and will have 84 units in a four-story building. The proposed scope of improvements will be for the underground stormwater detention, street lighting, sidewalk and crosswalk updates and landscaping/irrigation. Based on the \$18m project cost, the TIF calculation is \$743,268 from the initial calculation of \$633,929. Staff recommends approval of site and infrastructure incentive not to exceed \$775,000 to Lake Wire Apartments, LLC.

Katy Martinez asked if the cost of the project is lower, would the CRA pay less.

Valerie advised that is correct.

Greg Wilkerson also provided a status update. He advised they are in the 3rd round of comments with City. The current delay is due to being financed via HUD, there is an 18-24 month underwriting period. But are expected to break ground in approximately 4-5 months.

Terry Coney questioned the proximity to the school and reopening of Lake Wire Drive for traffic.

Greg Wilkerson advised there will be additional crosswalks to accommodate but is unaware of the reopening of Lake Wire Drive. He stated there is always added congestion that occurs with all urban infill projects, but traffic studies do not show any major issues.

Discussion ensued.

Teresa O'Brien questioned if some units would be affordable.

Greg Wilkerson advised no.

Teresa O'Brien motioned to approve.
Tyler Zimmerman seconded which passed unanimously.

Greg Wilkerson added that the demolition of the current structure should be completed within the next 60-90 days.

Discussion Items

Valerie Ferrell advised the Downtown budget has a small allotment for art and will provide an art incentive award for the Feng Shui statue to help restore it within Munn Park. The CRA has contributed \$10,000 towards the restoration.

Valerie Ferrell advised there was a Midtown inquiry regarding home-based businesses. The inquiry being to provide home-based business incentives.

Tyler Zimmerman suggested against it by stating it is a grey area because of how a home-based business is determined.

Chrissanne Long advised if there was clarity and the incentive is specific, then the incentive should be offered.

Katy Martinez advised that zoning would be an issue.

Terry Coney advised it may attract applicants who do not qualify but may still receive the incentive and just use it to improve the residence.

Discussion ensued.

Valerie Ferrell provided an update for small business technical assistance which is in development. The Chamber of Commerce came before the City Commission to present funding commitments to bring in new services to the community from the BBIC and Prospera. This will focus on technical assistance, business plans, coaching and access to capital for loan funding. The assistance will be used to help businesses move forward.

Katy Martinez questioned what the funds would be used for.

Valerie Ferrell advised it would be used to pay for staffing to be able to create classes, counseling and seminars.

Christine Goding questioned the amount of funding.

Valerie Ferrell advised the initial request was approximately \$800,000 for 3 years but has been negotiated down to \$600,000. This item will come back to CRA Advisory Board for budget allocation and recommendation to City Commission.

Discussion ensued.

Valerie Ferrell thanked Officer Hammersla and Officer Buttery for their service.

Adjourned at 11:25 AM

Next Meeting, Thursday, April 6, 2023, at 3:00 PM.

Terry Coney, Chairman

Date



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Valerie Ferrell, CRA Manager
Date: April 6, 2023
Re: **Small Business Technical Assistance**

I. Background:

At the August 15, 2022 City Commission Meeting, the Lakeland Chamber of Commerce made a request for City support of the small business assistance services provided by the Tampa Bay Black Business Investment Corp. (BBIC) and Prospera to provide technical assistance to minority owned small businesses. Though the Chamber's initial request was specifically for American Rescue Plan Act (ARPA) funding, which request was discussed during the 2022 Commission's Strategic Planning Retreat, subsequent discussions over the summer led to consideration of a possible partnership involving the CRA, recognizing that the mission and goals of the CRA. After such presentation, Community and Economic Development Department Director Brian Rewis and Assistant Director of Economic Development Jason Willey with Lakeland Chamber President & CEO Amy Wiggins in August to further discuss CRA involvement, which was followed closely by conversations with Gow Fields who conferred with representatives from the BBIC and Prospera in evaluating the terms of potential CRA support.

The original request was for \$800,000 over a three-year period for support of operations (technical assistance) by the BBIC and Prospera in Lakeland. While the delivery of those services is expected to be accomplished from locations in the Downtown CRA (Chamber office) and Midtown CRA (potentially at The Well and other locations), the understanding that the services will be provided to all who request them. Prospera and BBIC would provide technical assistance, in the form of outreach and consulting with a focus on empowerment of Hispanic and African-American entrepreneurs and small business owners. The City Commission was advised of this partnership potential in one-on-one meetings the week of September 6th, which included explanation that funding for the initiative could be committed from the existing Small Project Assistance project accounts in both Downtown and Midtown CRA budgets, and offered their general support for the approach.

City and CRA leadership has met with representatives from the Chamber, BBIC and Prospera regarding terms and limitations to CRA funding for technical assistance and found consensus each provider were supportive and encouraged by the possibility of bringing their services, technical assistance and business investment to Lakeland.

II. Financial Wellness Program and CRA Terms

Each provider will be focused in the Midtown and Downtown CRA districts as identified in the map series. Strategic effort will be placed in marketing efforts and outreach to businesses within the identified boundaries. The Financial Wellness Programs will include counseling, outreach and seminars as defined below:

- "Counseling" means one-on-one business contact in the office and/or one-on-one contact at a prospect's place of business. If these sessions occur via telephone they will be considered counseling for purposes herein only if the sessions exceed twenty minutes;
- "Outreach" means the extension of PROSPERA services, by a PROSPERA representative in Lakeland with the purpose of soliciting potential clients. Outreach can include TV, radio, website, social media, and community events; and
- "Seminars" mean a course designed to enhance the business knowledge of the participants. Seminar topics may include but are not limited to the following topics:
 - Operations and Capacity
 - Business Plans
 - Financial Management
 - Access to Capital
 - Cash Flow Projections
 - Expanding Credit
 - Growth Strategy Analysis
 - Business Model Development
 - Reviewing Growth Plans and Pricing

Each provider will be required to provide the following minimum services in consideration:

1. Provide four (4) technical assistance business counseling sessions each month during the Term of this Agreement to Lakeland residents or businesses. During these sessions, Each service provider shall, at a minimum,
 - a. provide information on services available by the service provider, and other area business assistance organizations; and
 - b. evaluate all clientele for potential microloan financing through available sources
 - c. provide referrals to other banking partners for other financing avenues that may be available to such businesses and residents.
2. Engage in at least one (1) outreach effort each month during the Term of this Agreement, which shall include each service provider visiting targeted small businesses to make such businesses aware of the Financial Wellness Assistance Program.
3. During the term of this agreement, each service provider shall conduct a minimum of two (2) business assistance seminars (virtual or in person) per quarter on such topics as: business financing, pricing your product, budgeting, and business accounting during the Term. Each service provider shall ensure a minimum of 4 registrants is at each seminar to qualify under this requirement.
4. Appropriate clients served by each service provider in Lakeland may be advised of training opportunities and encouraged to partake in available trainings, including requesting any

client making lending inquiries that does not currently have a business plan to enroll or take the "Writing Your Business Plan" course.

5. Locations for the Financial Wellness Assistance Program services shall be held at the Lakeland Chamber of Commerce office (Downtown CRA District) and Midtown CRA locations as they become available. It is encouraged that each service provider and CRA continue to work toward offering the services in this Scope in areas of need that best serve the targeted businesses identified herein.

III. Board Consideration

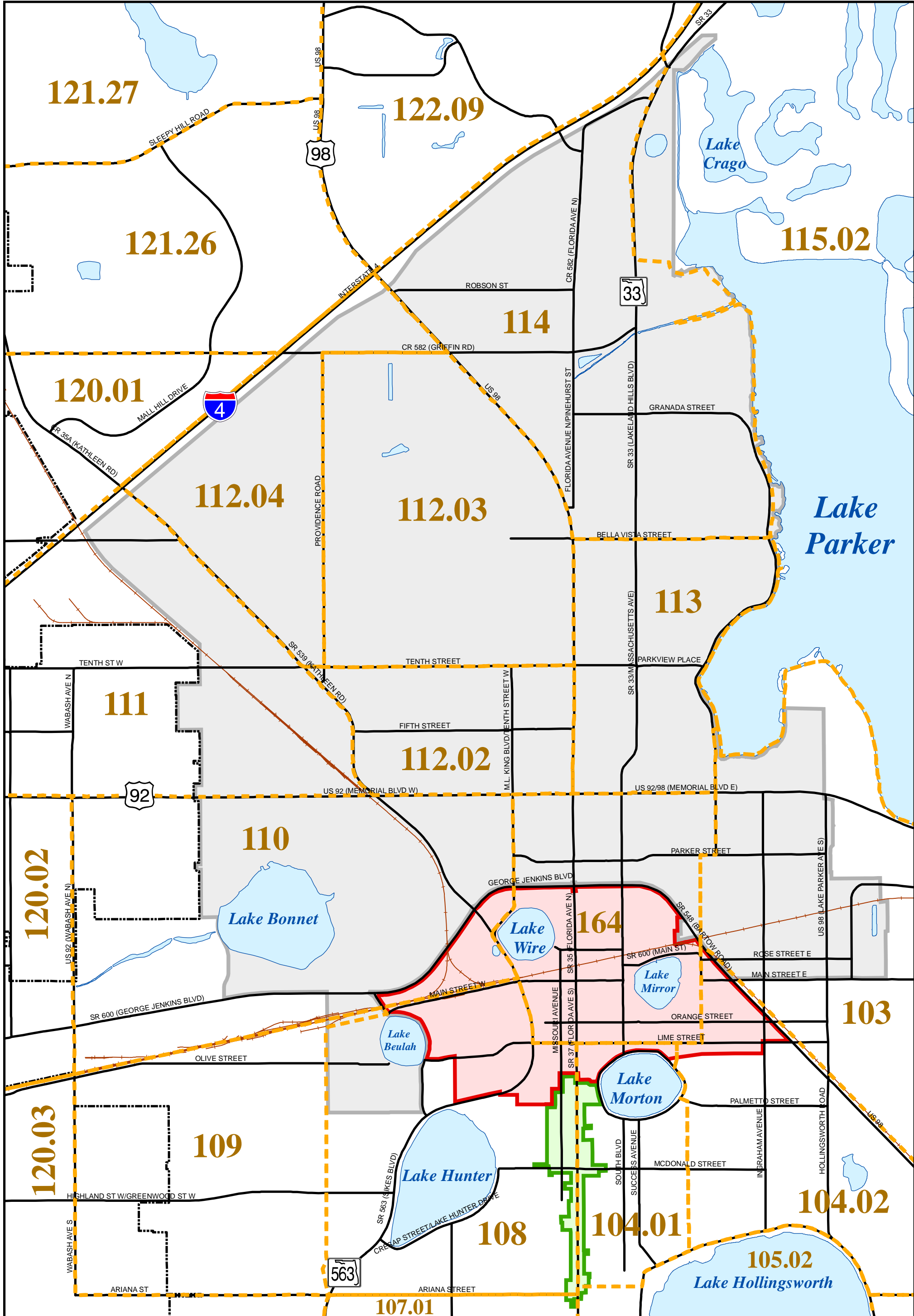
Staff recommends approval of small business technical assistance funding with an annual allocation of \$200,000, with \$160,000 derived from Midtown budget, and \$40,000 from Downtown budget.

Next steps would be submittal of an Agreement and consideration of the recommended terms by the CRA Board/City Commission.

Links:

[Tampa Bay Black Business Investment Corporation](#)

[Prospera Florida](#)



Legend

- Lakeland CRA Boundaries**
- Midtown CRA - 4464 Acres
 - Dixieland CRA - 72 Acres
 - Downtown CRA - 555 Acres
 - 2020 Census Tracts
 - Roads
 - Railroads
 - Water Bodies
 - City Limits

Lakeland Community Redevelopment (CRA) Areas And 2020 Census Tracts





228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Valerie Ferrell, CRA Manager
Date: April 6, 2023
Re: **E. Main District/Rose Street ROW Professional Design Services**

I. Background:

At the January 5th Board Retreat, the Advisory Board heard an update from Jon Kirk with Straughn Trout Architects (STA) to review the planning efforts in East Main. East Main is prime for redevelopment, with its proximity to Downtown and many established local businesses focused on building construction and design. It offers opportunities for infill and placemaking, which is identified in the East Main Street Master Plan prepared in 2016. This plan identified land development strategies, including urban design standards for the entire area and a potential design district on Rose Street. With significant development along Lake Mirror as well as addition of Mirrorton Apartments, the connection at Rose Street under Bartow Road/US Hwy 98 is imperative to bring pedestrian accessibility into East Main. The strategic plan includes design language, public right-of-way streetscape elements, as well as district brand identity for this significant gateway connecting downtown to this new district.

Significant interest is building momentum in the East Main District, with pending private development preparing documents for site plan review and building permit submittal. The project will garner attraction for visitors to Rose Street and it is imperative that improvements begin within the public realm to maximize continued private investment and redevelopment of the East Main District.

II. Scope of Work

The vision outlined a district design language for the following ROW components; sidewalks (walkway material/ pattern/ maintenance and stock availability), lighting, signage, site furnishings and proposed fencing upgrades on city owned property. The CRA envisions Phase I of the ROW improvements for the East Main Street District to be implemented from the east side of the intersection at E. Rose Street and South Lake Ave. and to the west side of the intersection of E. Rose Street and N. Ingraham Ave. STA will be the Architect and prime consultant contracted with the city. STA's overall and complete scope will be to provide comprehensive professional architectural design and engineering services (civil, surveying, electrical), landscape and hardscape design services for the project described in this proposal. The deliverables will lead to a single set of construction and contract documents to implement improvements on the public right-of-way on Rose Street.

III. Board Consideration

Staff recommends approval of the STA Professional Services for ROW Improvements at East Rose Street in an amount of \$163,600 to be derived from the FY23 Midtown Budget East Main District allocation.

Next steps would be submittal of a Task Authorization to the CRA Board/City Commission.

Attachments:

- Proposal from STA for Rose Street ROW Improvements

March 09, 2023

Ms. Valerie Ferrell
CRA Manager
City of Lakeland
228 South Massachusetts Ave.
Lakeland, Florida 33801
Valerie.Ferrell@lakelandgov.net

**RE: Professional Architectural, Engineering & Design Services for
ROW Improvements at East Rose Street**

Dear Valerie,

I would first like to thank you for considering Straughn Trout Architects, LLC (STA) for the opportunity to work with you to provide architectural and engineering services for the ROW improvements at East Rose Street. Our firm is very proud of its 67+ years of continual practice here in Lakeland, and this experience gives us the utmost confidence that we can work with you to develop a plan that will align with the current and future City development opportunities. With the support of our team of architects, designers and engineers, we will work with you to provide a design solution that brings reality to the district's growth vision. This proposal is based on our existing Agreement we have with the City of Lakeland (COL) and Architect (STA) for Continuing Services dated October 18th, 2021.

PROJECT DESCRIPTION

Our understanding of this project is based on our presentation to the CRA board at their retreat on January 5th, 2023. STA presented a vision to enhance and upgrade the pedestrian experience within the East Main Street District. The vision outlined a district design language for the following ROW components; sidewalks (walkway material/ pattern/ maintenance and stock availability), lighting, signage, site furnishings and proposed fencing upgrades on city owned property.

The CRA board envisions Phase I of the ROW improvements for the East Main Street District to be implemented from the east side of the intersection at E. Rose Street and South Lake Ave. and to the west side of the intersection of E. Rose Street and N. Ingraham Ave.



DESIGN TEAM PARTNERS

Our understanding of this project has been developed working with you, other city staff, and local private developers. We acknowledge this ROW design project will be coordinated with the design work we are currently providing at 904, 912, 918, 925 E. Rose Street and the Rose Street Dog Park.

We recognize the importance of the Phase I project for the East Main Street District and will prioritize our design work in parallel, with the other ongoing development project stakeholders and city staff. The design will consider the most feasible, economical, and sustainable solutions for the city to use as a model for future ROW improvements in the district.

SCOPE OF WORK

STA will be the Architect and prime consultant contracted with the city. STA's overall and complete scope will be to provide comprehensive professional architectural design and engineering services (civil, surveying, electrical), landscape and hardscape design services for the project described in this proposal and outlined on "Attachment A" – Professional Services & Fees Schedule.

All design & engineering services will be provided in a phased approach with document submittals at 25%, 60% and 100%. Pay Applications, Change Order Bulletins, Construction Contract Amendments, and all construction documentation will be provided/prepared by the cities selected Construction Manager At-Risk (CMAR), and reviewed by the architect for approval. At the completion of each phase, our base fee includes a single meeting with city Project Manager, (that could include the CMAR and the project stakeholder user groups) to review comments. Our scope is limited to a single set of construction and contract documents. If the city determines that the construction documents are to be prepared and issued in multiple sets to accommodate a non-traditional project timeline (multiple phases or "fast-tracking"/ early release packages for long lead item procurement) or to meet other internal accounting requirements, the architect & design team will be entitled to additional compensation as outlined in the contract.

The following table provides a brief narrative for each proposed task or service which aligns with "Attachment A" – Professional Services & Fees Schedule. This cover proposal by STA includes an overview of each consultants' scope of work to summarize the complete project. Project-specific detailed scopes in the attached sub-consultant proposals are incorporated by reference.

	Component	Task Description
T1	Pre-Design Spatial Verification & project component Development	<ul style="list-style-type: none"> A. STA will confirm district design palette and overall project approach and goals with city staff (Planning/ Lakeland Electric/ Public Works and Parks and Recreation). ROW analysis, meetings, and overall project management B. See attached engineering services description from Kimley Horn Engineering for associated services.
T2	Site Design	<ul style="list-style-type: none"> A. STA - Architectural ROW Design and Documentation to be in conformance with the project goals as outlined in the Pre-Design Spatial Verification & project component Development. <ul style="list-style-type: none"> 1. Develop schematic design for all ROW components – hardscape, landscape, site furnishings, lighting, signage.

		B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-3	Utility Coordination Meetings	A. STA Coordination with city staff on layout of ROW and selection of ROW components B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-4	Design/ Permitting Documents	A. STA shall design and coordinate all Architectural ROW components and provide drawing sheets depicting site furnishings/ sidewalk material/ light poles. Coordinate with city staff / department reviews and integrate comments into final permit documents. Includes specification of site furnishings and hardscape details. B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-5	Drainage Calculations	A. STA – no work B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-6	CSX Permit Documents	A. STA – no work B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-7	Local Permit Submittals & Agency Coordination	A. STA –Coordinate with civil engineering submittal to city of Lakeland. B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-7a	CSX Permit Submittal & Response Coordination	A. STA – no work B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-8	Construction Phase Services	A. STA - CMAR Assistance during bidding and permitting phases. 1. CMAR GMP evaluation. Excludes redesign to lower project cost. 2. Construction Administration Services (4 Months Maximum) Includes construction contract administration services including 8 total meetings held on site with the Owner’s representative(s) and the CMAR and includes substantial and final completion observations. B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-9	Topographic Survey & Subsurface Utility Engineering (SUE)	A. STA Integration of certified survey into architectural drawings B. See attached engineering services description from Kimley Horn Engineering for associated services.
T-10	Site Lighting	A. Electrical Engineering – To consist of associated light and power pole placement and relocation and prime I.D district signage power.

		<p>B. Design team coordination with lighting designers and specifiers to develop appropriate lighting for safety, security, and aesthetics for the ROW pedestrian areas and Prime I.D. signage. Fee allowance to be provided once full scope is understood as coordinated with Public works and Lakeland Electric</p> <p>C. KH - No work</p>
T-11	Landscape Design	Landscape Architecture including meeting the Cities landscape requirements. Includes performance-type irrigation design
T-12	Owner's Design Contingency	A. Amount established in negotiations to accommodate unforeseen challenges or other specialty design elements outside the current scope, including detailed written reports not specifically identified in this proposal but may be required.
T-13	Reimbursable Allowance	A. Expenses consistent with the project
T-14	"As-Built" Record Building Drawings (EXCLUDED)	A. Allowance (budget estimate) for architecture, interiors & building engineering disciplines to incorporate all design modifications documented by the CMAR or Design teams through the construction process into an updated final set of drawings. Hours incurred beyond provided budget allowance will be invoiced at the agreed upon rates, if required.
T-15	Additional Services	Amount established in negotiations to accommodate unforeseen challenges or other specialty design elements outside the current scope, including detailed written reports not specifically identified in this proposal but may be required.

EXCLUDED SCOPE

The following services have been excluded as requested during negotiations. Fees for these services can be provided on an as-needed basis as requested by the CRA.

Detailed cost estimates, Re-zoning Applications, Design Review Meetings or Construction Administration Site Visits Beyond Those Specifically Identified in This Proposal as Included in the Base Scope of Services, ADA Accessibility Code Consultant / HB 727 Inspections, Unconventional Foundation Design (Other than "Spread Footing"), Construction Material Testing, Threshold Inspections & Hydrant Flow Tests, Hazardous Material Identification and Handling, On-Site Renewable Energy Systems Design, Emergency Power/Generator Systems Design, Live "In-Person" Virtual Reality Tours, Ecological Analysis, Multiple Construction Documents (Permit) sets for Phased Construction, LEED Administration or Similar Design Criteria Documentation for Certification, Detailed Life Cycle Cost Analysis (ROI) Evaluation, Detailed Value Engineering/Redesign work to lower project costs.

PROFESSIONAL SERVICES & FEES

Our fixed, lump sum fees identified are for the specific services as currently understood and outlined above as well as in the attached proposals from our engineering sub-consultants. Hourly rates (if applicable for additional services) are per the referenced continuing contract agreement. These rates would apply for any work mutually agreed to be additional services on this project as approved by you outside the scope identified in this proposal. We will provide you with electronic copies of all review sets and final documents. Any additional paper/physical copies (including signed and sealed documents for permitting) will be billed accordingly. Digital drawing files (PDF format) will also be provided to you for your records and use by the Construction Manager. If you have any questions concerning this proposal, please do not hesitate to contact me.

COVID-19

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to STA's work, if STA's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of STA's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) STA's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of STA's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, STA shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, STA may be entitled to a mutually-agreed upon equitable adjustment to the price for such increases, provided STA presents documentation of such increases (including the original prices).

Again, we appreciate the opportunity to work with the City of Lakeland on this project. If you have any questions concerning this proposal, please do not hesitate to contact me.

Sincerely,


Jonathan A. Kirk, AIA
Principal
jon@straughntrout.com
STRAUGHN TROUT ARCHITECTS, LLC

Approved By: _____
Print Name: _____
Print Title: _____
Date: _____
Client's Project/PO# For Billing _____

Attachments:

- A. Professional Services & Fees Schedule & Reimbursables Costs for direct project expenses
- B. General Conditions to the letter agreement
- C. Site Engineering Services – Kimley Horn

ATTACHMENT A - PROFESSIONAL SERVICES & FEES SCHEDULE

City of Lakeland East Rose Street ROW Improvements
Phase/Scope & Compensation Summary - 03/09/2023

STRAUGHN TROUT
ARCHITECTS

Architect & Engineer Fee amounts

	Description of Services	Type	Total Task Fee Amount	STA	Kimley Horn
Basic Services	Task 1: Pre-Design - Spatial Verification & Project Component Development	Fixed/LS	\$9,800.00	\$5,500.00	\$4,300.00
	Task 2: Site Design	Fixed/LS	\$25,150.00	\$17,500.00	\$7,650.00
	Task 3: Utility Coordination Meetings	Fixed/LS	\$5,025.00	\$1,200.00	\$3,825.00
	Task 4: Design/ Permitting Documents	Fixed/LS	\$34,000.00	\$14,250.00	\$19,750.00
	Task 5: Drainage Calculations	Fixed/LS	\$1,500.00	\$0.00	\$1,500.00
	Task 6: CSX Permit Documents	Fixed/LS	\$7,500.00	\$0.00	\$7,500.00
	Task 7: Local Permit Submittals & Agency Coordination	Fixed/LS	\$10,700.00	\$1,200.00	\$9,500.00
	Task 7a: CSX Permit Submittal & Response Coordination		\$6,000.00	\$0.00	\$6,000.00
	Task 8: Construction Phase Services	Fixed/LS	\$14,400.00	\$6,800.00	\$7,600.00
	Task 9: Topographic Survey & Subsurface Utility Engineering (SUE)	Fixed/LS	\$4,025.00	\$0.00	\$4,025.00
	Task 10: Site Lighting	Allowance	\$15,500.00	\$15,500.00	
	Task 11: Landscape Design	Allowance	\$15,000.00	\$12,500.00	
	Task 11: Owner's Design Contingency	Fixed/LS	\$10,000.00		
	Task 12: Reimbursable Allowance	Fixed/LS	\$5,000.00		
Task 13: "As-Built" Record Building Drawings	Excluded	SHR			
Task 14: Additional Services	Excluded	SHR			
Total Fee - All Listed Services			\$163,600.00		

* All Permit fees are excluded

REIMBURSABLE COSTS FOR DIRECT PROJECT EXPENSES (2023)

Printing Rates		Per Printed Side	
		Black & White	Color
Standard Reproduction			
	Letter (8.5"x11") & Legal (8.5"x14") sized documents	\$0.20	\$2.00
	11"x17" & 12"x18" sized documents	\$0.35	\$3.50
Plotter Prints			
	24"x36"	\$15.00	\$20.00
	24"x36" mounted on 3/16" Foam Core Board	\$35.00	\$50.00
Bond Prints			
	24"x36"	\$3.00	Actual Costs
	Other Sizes	\$0.50/sq. ft.	Actual Costs

Travel Expenses

Airfare, Overnight Accommodations, Meals, Etc Actual Costs
 Standard Automobile \$0.655/Mile or Current IRS Rate
 Shipping (US Postal Service / Federal Express / UPS)..... Actual Costs
 Data File Transfers (Minimum) 1-Hour Clerical + Actual Cost of Media
 Pre-Approved Purchase/Rental of Equipment Used in Project..... Actual Costs
 Coordination with Owner's Sub-Consultant or Sub-Contractor ..15% of Actual Consultant/Labor Fees

ATTACHMENT B

GENERAL CONDITIONS TO THE LETTER AGREEMENT

1. **PAYMENTS** to the Consultant (STA) are due upon receipt of each invoice. Invoices are sent out monthly or at the completion of each project phase and the Client/Owner will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. After thirty (30) days from the date of invoice, an account will be considered past-due. Past-due accounts will be charged interest at 1.5% per month, 18% annually, and shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.
2. **REIMBURSABLE EXPENSES.** Unless noted otherwise, reimbursable expenses will include the following: transportation, lodging, and meals in connection with travel; courier services, postage and delivery charges; reproduction costs; photographic production techniques; expense of renderings, models and mock-ups requested by the Client/Owner; and automobile travel (rental, mileage, taxes, etc.). All Reimbursable Expenses not specifically identified in STA's standard Rates & Reimbursables Schedule shall be invoiced at 1.15 times cost. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. Renderings, graphics and models prepared by outside sources will be reimbursed at actual cost, plus a 1.15 times cost to cover coordination and administrative expenses.
3. **NO DEDUCTION** shall be made from the Consultant's compensation on account of claims of negligent errors or omissions in performance of professional services by the Consultant, except pursuant to a judicial award or an award rendered in a proceeding in accordance with formal mediation or arbitration.
4. **LEGAL COSTS.** The Client/Owner shall reimburse the Consultant for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
5. **OWNER'S RESPONSIBILITIES.** The Client/Owner shall make all reasonable efforts to assist the Consultant and facilitate the performance of the design team. The furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Consultant with all existing information relating to the Project, including but not limited to, site surveys, soils investigations, existing building drawings, environmental reports and program data. The Client/Owner shall provide reasonable access to the project site as needed by the design team, identify all project decision-makers and stakeholders, and provide reviews and approvals in a timely manner. If the Client/Owner becomes aware of any fault or defect in the Project or the Consultant's services, he shall promptly notify the Consultant. The Client/Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work. The Client/Owner shall work with the Consultant to establish the project schedule and construction budget.
6. **SEPARATE CONSULTANTS.** If a firm (or firms), consultant, or contractor are separately engaged by the Client/Owner to work under the general direction of the Consultant, the Consultant shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.
7. **COST ESTIMATES.** As the Consultant has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Consultant's (or Specialty Sub-Consultant's) experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates. All estimates provided are intended to establish rough order of magnitude (ROM) utilizing \$/SF assumptions.
8. **PHOTOGRAPHY.** Consultant shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Client/Owner, would seriously compromise Client/Owner's business interests. The costs incurred for photography commissioned by Consultant shall be paid by Consultant except in the event Client/Owner requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants Consultant the unlimited right to publish photographs of the Project as described above.
9. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, BIM Models, Schedules, and Specifications (both physical and electronic documents in all file formats/types) as instruments of services are and shall remain the sole and exclusive property of the Consultant whether the Project for which they are prepared is executed or not. The Client/Owner shall be permitted to retain copies, including electronic reproducible copies in PDF format, of Drawings, Schedules, and Specifications for information and reference in connection with the Client/Owner's use and occupancy of the Project; provided, however, that the Consultant shall retain any and all copyright privileges in and to such Drawings, BIM Models, Schedules, and Specifications. The Drawings, BIM Models, Schedules and Specifications shall not be used by the Client/Owner on other projects, for additions to this Project, or (provided the Consultant is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant. All other electronic files will be retained

in sole ownership and control by the Consultant, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant.

10. **INSURANCE.** The Consultant will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other third party; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Consultant will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Consultant may be legally liable. The Consultant shall maintain the following amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, \$500,000 each accident, \$500,000 Disease Policy Limit, \$500,000 Disease each Employee; Commercial General Liability (CSL) \$2,000,000 Per Occurrence, \$4,000,000 Aggregate; Automobile Liability (CSL) \$2,000,000; Professional Liability, \$2,000,000; Umbrella Liability, \$1,000,000.
11. **SUSPENSION OF WORK.** If any invoice is outstanding (past-due) for more than thirty (30) days (45 days from the invoice date), the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Client/Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement is contingent upon payment of fees by the Client/Owner.
12. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the Consultant upon seven days written notice should the Client/Owner fail substantially to perform in accordance with its terms through no fault of the Consultant. This Agreement may be terminated by the Client/Owner upon seven days written notice to the Consultant should the Consultant fail substantially to perform in accordance with its terms through no fault of the Client/Owner. In the event of termination, the Consultant shall be compensated for all services performed to termination date, together with Reimbursable Expenses.
13. **DISPUTE RESOLUTION/ARBITRATION.** Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration. Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Consultant, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.
14. **STANDARD OF CARE.** Notwithstanding anything to the contrary within this Agreement, the standard of care for all professional services performed or furnished by the Consultant will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided.
15. **MISCELLANEOUS.** Neither party may assign its interest in this Agreement to any other person, corporation, or entity without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State of Florida.

ACKNOWLEDGED AND ACCEPTED BY (CLIENT/OWNER): _____ DATE: _____



March 09, 2023

Mr. Jon Kirk, AIA, LEED AP
Principal
Straughn Trout Architects
2005 E Edgewood Drive
Lakeland, Florida 33803

**Re: *Rose Street ROW Improvements
Civil Engineering Services
Lakeland, Florida***

Dear Mr. Kirk,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Straughn Trout Architects (“Client”) for providing civil engineering services for ROW improvements located on East Rose Street in Lakeland, Florida. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

Based on information provided by the Client, the Consultant understands the following:

- The project site includes Right-of-Way (ROW) improvements from the east side of the intersection of East Rose Street and South Lake Avenue to the west side of the intersection of East Rose Street and North Ingraham Avenue.
- The project is being completed for the City of Lakeland Community Redevelopment Agency (CRA).
- The proposed development includes improvements to the pedestrian facilities along the roadway including new sidewalks on north and south sides of the road.
- This project will coordinate with a new proposed building renovation project near the midpoint of the project limits.
- The project alignment passes under the Bartow Road (U.S. 98) overpass and across existing CSX railroad.
- There is a previous exemption with the Southwest Florida Water Management District (SWFWMD) for the south side sidewalk area. It is assumed the proposed improvements will qualify for an exemption and not require an Environmental Resource Permit (ERP).
- It is assumed an ROW Permit with the Florida Department of Transportation (FDOT) will be required for work completed within their ROW.
- It is assumed a permit with CSX will be required for work completed within their ROW. Crossings will require compliance with CSX design standards. It is assumed a pedestrian crossing signal will not be required based on the existing infrastructure and signalization

SCOPE OF SERVICES

Kimley-Horn will provide the following services:

TASK 1 – MEETINGS & COORDINATION

Kimley-Horn will provide the following services:

1. Kimley-Horn will attend up to four (4) meetings, either via teleconference or in person, with the Client and CRA to discuss the project through the design phase.
2. Kimley-Horn will coordinate with the Client's consultants to obtain additional information that may be required for use in engineering design and/or governmental submittals.

Budget assumes 12 hours of meetings and coordination time. Additional hours may be considered additional services.

TASK 2 – SITE PLAN & PRE-APPLICATION MEETINGS

Kimley-Horn will complete the following tasks:

1. Using the Client provided preliminary concept plan, produce one (1) site plan for review and comment by the Client. Submit to the Client and CRA for up to two (2) rounds of comments. Adjust site plan per Client/CRA comments, as appropriate.
2. Coordinate and attend one (1) pre-application meeting with the City of Lakeland Development Review Team (DRT) to review the site plan. Adjust the site plan per City comments, as appropriate.
3. Coordinate and attend one (1) pre-application meeting with SWFWMD to review the site plan and confirm the project qualified for exemption.
4. Coordinate and attend one (1) pre-application meeting with the FDOT.
5. Coordinate and attend one (1) pre-submittal meeting with CSX. It is assumed the City CRA will help coordinate this meeting.

TASK 3 – UTILITY COORDINATION MEETINGS

Kimley Horn will coordinate and attend up to four (4) meetings with utility providers located along the corridor to determine general utility locations, solicit design feedback and/or relocation schematics for the proposed improvements. It is assumed the proposed improvements will be shallow in nature relative to hardscape/sidewalk improvements not requiring detailed subsurface utility locates. It is assumed the utility companies will locate their lines for the CRA as required for any relocations necessary. The following utilities are assumed to be in the project limits:

- Water and Sanitary Sewer
- Electric
- Gas
- Telecommunications

TASK 4 – CIVIL DESIGN & PERMIT DOCUMENTS

Kimley-Horn will complete civil engineering analysis, design, and permit document preparation for the proposed development. The following will be provided:

1. Civil Construction Plans and Specifications including:
 - a. Cover Sheet
 - b. Existing Conditions & Demolition Plan
 - c. Erosion Control Plan
 - d. Horizontal Geometry (Site) Plan
 - e. Paving, Grading & Drainage Plan
 - f. Utility relocation schematic. This information is to be provided by the respective utility providers for the purpose of schematic depiction and the contractor's general awareness.
 - g. General Civil Construction Details Sheet
2. Provide civil site specifications, to be included as notes on the plan set. A separate specification manual is not included in the scope of work.

TASK 5 – DRAINAGE CALCULATIONS

Prepare a memorandum for stormwater exemption for submittal to the SWFWMD and City of Lakeland. The memorandum will include narrative of proposed improvements and exemption request.

TASK 6 – CSX PERMIT DOCUMENTS

Complete design of crossing improvements per CSX standards including meeting ADA standards. It is assumed the existing track crossing may require upgrades to meet current standards. Prepare railroad crossing specific plan sheets for CSX review and permitting. These exhibits will be on 11 x 17 size plans sheets and include site plan, grading plan, cross sections and details. It is assumed no pedestrian gates will be required based on existing beacons and striping currently in place.

TASK 7 – LOCAL PERMIT SUBMITTALS & AGENCY COORDINATION

Kimley-Horn will complete the prepare applications and supporting documents for submittal to the following:

1. City of Lakeland – Commercial Site Plan Permit
2. Southwest Florida Water Management District – Exemption from ERP.
3. FDOT – Access Permit

Kimley-Horn will coordinate with the agencies listed above with regard to the application packages and provide responses for up to two (2) rounds of requests for additional information that are reasonable and relevant to the current agency rules/codes. Additional responses beyond those outlined above may be considered Additional Services.

TASK 8 –CSX PERMIT SUBMITTAL & RESPONSE COORDINATION

Kimley-Horn will prepare and submit the applications and supporting documents for submittal to CSX for Right-of-Entry and crossing permit review. It is anticipated CSX may take more than two rounds of review to finalize approval. For budgeting purposes, up to three (3) rounds of requests for additional information that are reasonable and relevant to CSC guidelines are included.

TASK 9 –CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide the following Construction Support services:

1. Pre-Construction & Team Meetings - Attend one (1) on-site Pre-Construction Conference with the Construction Manager and City, FDOT and CSX representatives prior to commencement of work at the site. Attend construction meetings as requested by the Client. This subtask assumes 8 hours for budgeting purposes.
2. Requests for Additional Information – Respond to reasonable and appropriate Contractor requests for more information, as provided to Kimley-Horn by the Client, and issue clarifications and interpretations of the Contract Documents to Client, as appropriate, to orderly completion of Contractor's works. Any change orders authorizing variations from the Contract Documents will be made by the Client. This subtask assumes 8 hours for budgeting purposes.
3. Shop Drawings - Review one (1) round of Shop Drawings and approve or take other appropriate action with respect to Shop Drawings and other data which Contractor is required by agencies to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals, or other action, will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction, or to related safety precautions and programs and does not constitute substitution of design changes or replacement of City standard details. This subtask assumes 4 hours for budgeting purposes.
4. Site Visits and Construction Observation - Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits as requested by the Client and/or visits at intervals appropriate in order to observe the progress of the Work. Site visits to observe construction of specific site improvements related to the certification of completion for installation of proposed improvements and one pre-final punch list visit will also be completed.

Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Kimley-Horn shall not have the authority to stop the Contractor's work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. This subtask assumes 12 hours for budgeting purposes.

5. Substantial Completion & Certification – Promptly after notice from Kimley-Horn that it considers the entire Work ready for its intended use, in company with Client, conduct one (1) site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the Work substantially complete; Kimley-Horn will provide written notification of substantial completion to Client.

Kimley-Horn will review up to two (2) rounds of "as-built" drawings as prepared by a surveyor registered in the State of Florida, project observation notes and photos, and test reports. It is assumed the "as-built" drawings are prepared by the Client's surveyor.

Based on these reviews, Kimley-Horn will prepare final certification and requests for release to place project into service to the following agencies:

1. City of Lakeland
2. FDOT
3. CSX

Kimley-Horn shall not be required to execute any certifications or other documents that might, in the judgment of the Kimley-Horn, violate professional standards, increase the Consultant's risk or affect the availability or cost of its insurance.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. The Kimley-Horn's visits will be for the purpose of endeavoring to provide the Owner a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Kimley-Horn. Kimley-Horn neither

guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with contract documents.

This subtask assumes 16 hours for budgeting purposes.

TASK 10 – TOPOGRAPHIC SURVEY

Kimley-Horn will subcontract with Basepoint Surveying, Inc. to complete a topographic survey for the proposed improvement area.

TASK 11 - ADDITIONAL SERVICES – HOURLY AS REQUESTED

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates. Additional services include, but are not limited to, the following:

- Environmental or Listed Species Studies/Relocation/Mitigation
- Landscape Design
- Lighting Design/Photometric Plans
- Utility relocation design/plans beyond schematics noted in the Scope of Services
- Specifications separate from Construction Plans (Spec. Book)
- Engineer's opinion of probable construction cost estimates
- Permit modifications for changes made during or after the permitting process
- Preparation and submittal to other permitting agencies not included in scope above
- Traffic Study
- Any services not specifically described in the Scope of Services

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Architectural or structural engineering services
- Geotechnical engineering services
- Site lighting
- Structural Engineering
- Subsurface utility engineering (SUE) services.

INFORMATION PROVIDED BY THE CLIENT OR BY OTHERS

The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans, and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services. The Client will provide the following minimum, but not limited to, information:

- CRA provided asbuilt/record drawings in CAD or PDF format for the existing project limits

COMPLIANCE WITH LAWS AND CODES

The Consultant shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle the Consultant to reasonable adjustments in schedule and compensation. The Client acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance, the Consultant's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.

SCHEDULE

We will perform services described above in accordance with a mutually agreed upon project schedule understanding that Kimley Horn does not control Agency review timelines.

PERMITS AND APPROVALS

Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions.

Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 through 10 for a lump sum fee. Kimley-Horn will perform the services in Task 11 for a cost-plus expense basis as requested. The individual tasks and their fees are identified below.

Task	Description	Fee
1	Meetings & Coordination	\$4,300
2	Site Plan & Pre-Application Meetings	\$7,650
3	Utility Coordination Meetings	\$3,825
4	Civil Design & Permit Documents	\$19,750
5	Drainage Calculations	\$1,500
6	CSX Permit Documents	\$7,500
7	Local Permit Submittals & Agency Coordination	\$9,500
	CSX Permit Submittals & Response Coordination	\$6,000
8	Construction Phase Services	\$7,600
9	Topographic Survey	\$4,025
10	Additional Services	Hourly as Requested

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the Client” shall refer to **STRAUGHN TROUT ARCHITECTS, LLC**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____


To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Jason A. Alligood, P.E.
Associate

By: 
Mark E. Wilson, P.E.
Principal

Agreed to this ____ day of _____, 2023

STRAUGHN TROUT ARCHITECTS, LLC.

By: _____
(Member or Manager, as authorized)

Client's Federal Tax ID: _____

(Print or Type Name)

Client's Business License No.: _____

Date: _____

Client's Street Address: _____

(Email Address)

Attest: _____
(Witness)

(Print or Type Name)

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**(20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT**

DISTRICT DESIGN LANGUAGE

03

LIGHTING DESIGN PALLETE



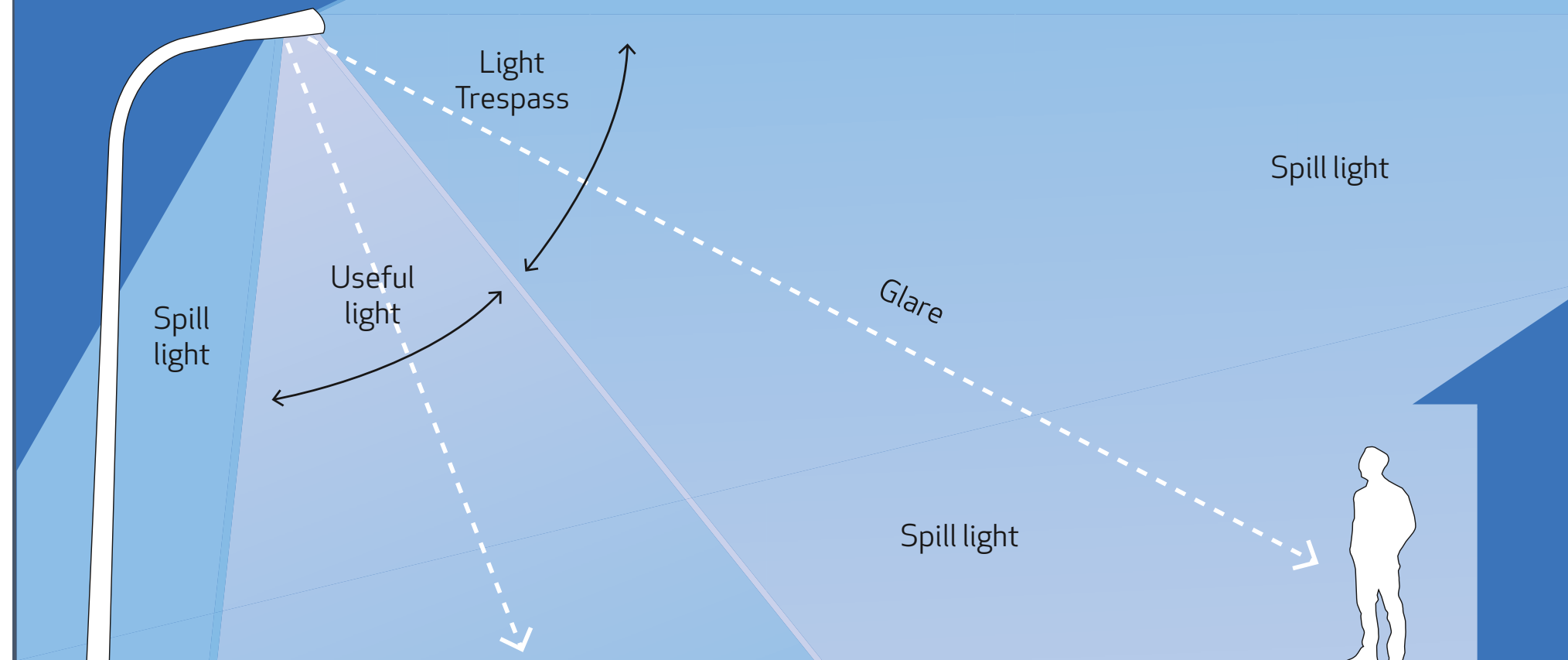
+ Minimize light pollution, light trespass, glare and offensive light sources



DARK SKY DESIGN

SKY GLOW (LIGHT POLLUTION)

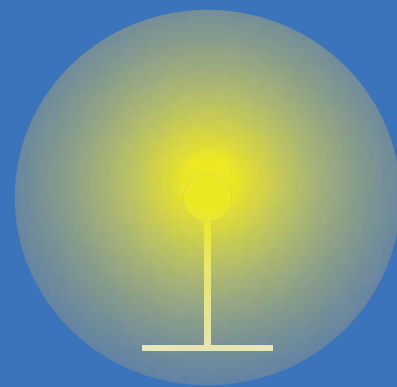
Visual haze caused from uplight reflected off particulates suspended in the atmosphere



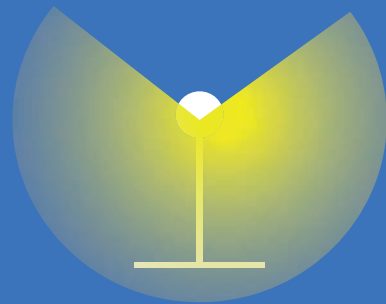
Intended Target Area

Property Line

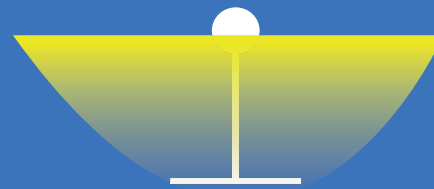
Structure



NONCUTOFF



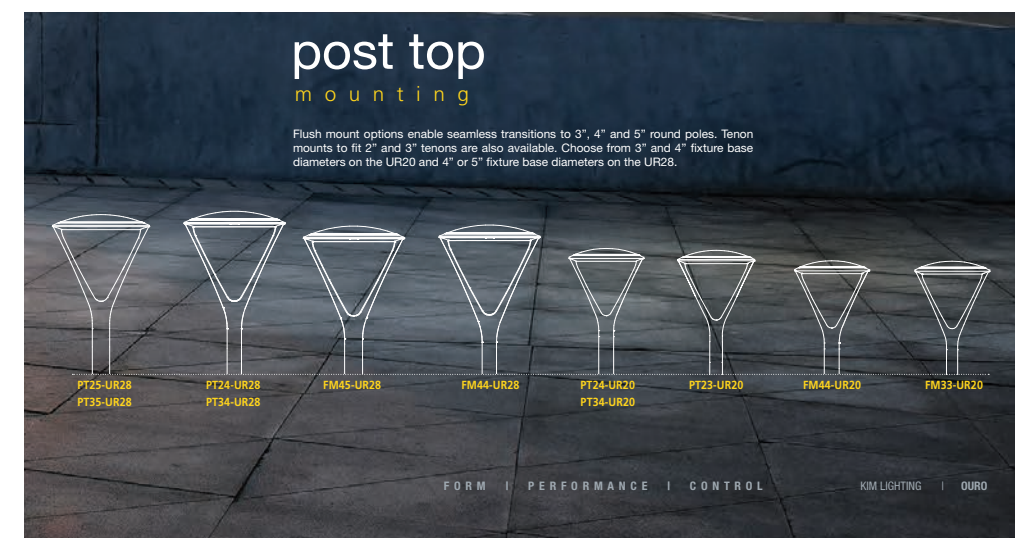
SEMICUTOFF



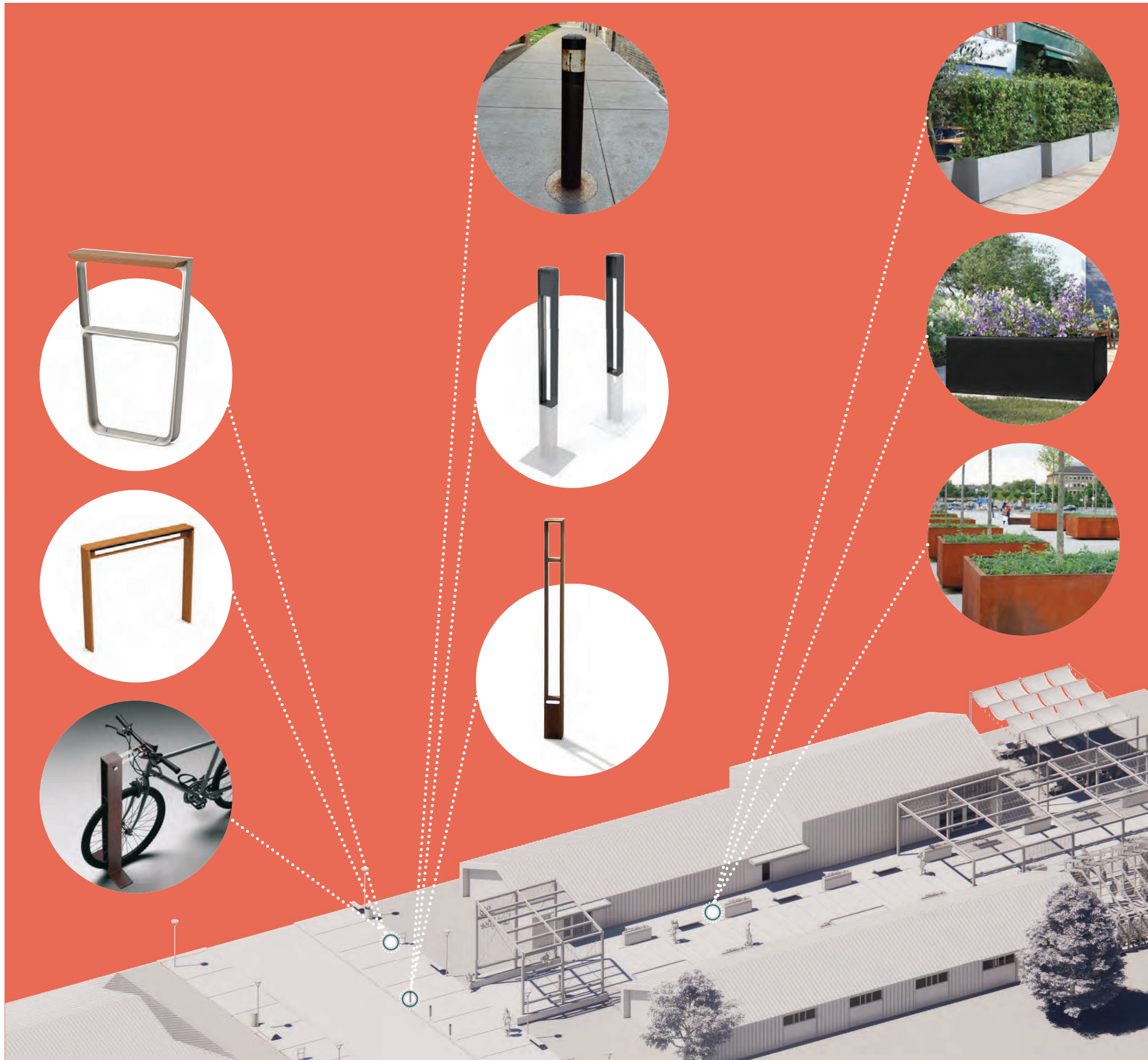
CUTOFF



FULL CUTOFF



BIKE RACK, PLANTERS, BOLLARDS



GALVANIZED STEEL



CORTEN STEEL



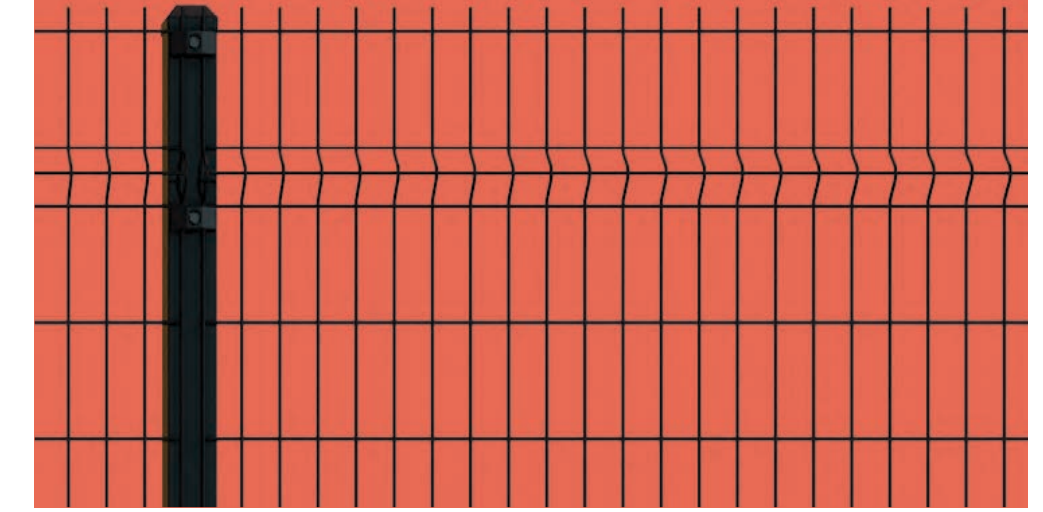
POWDER COATING



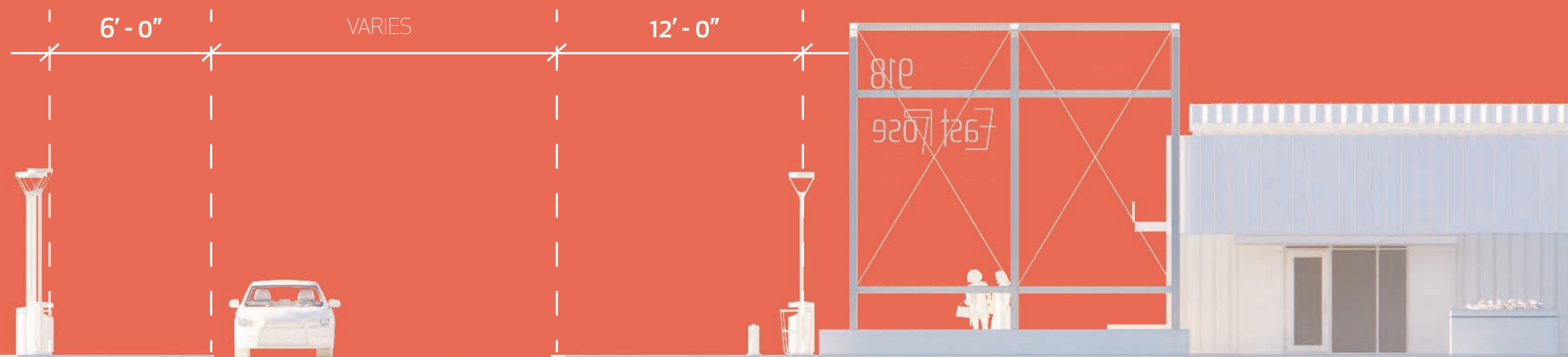
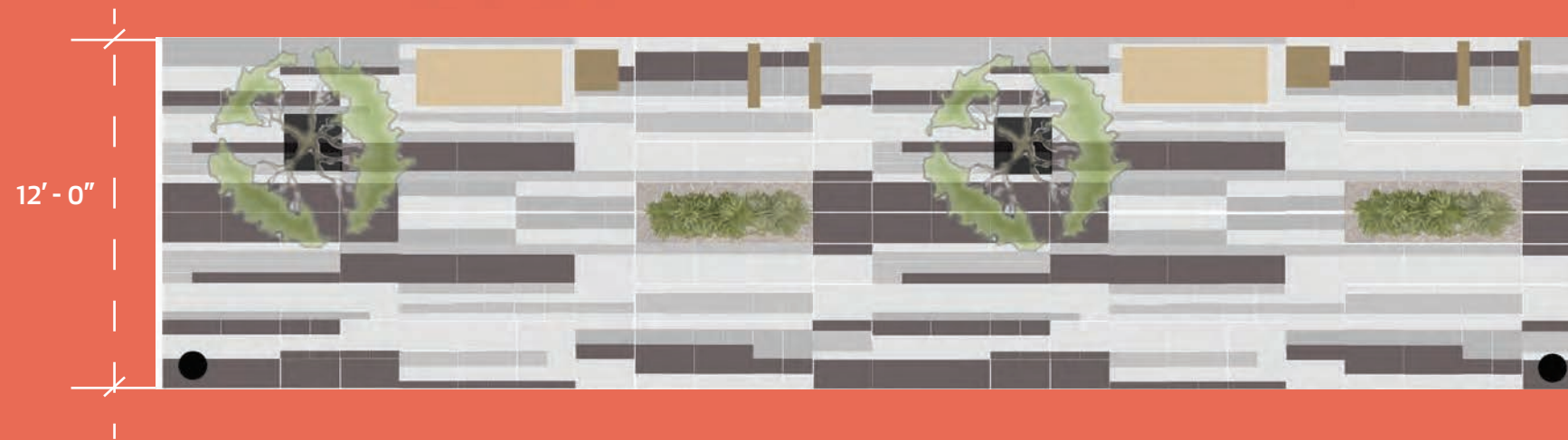
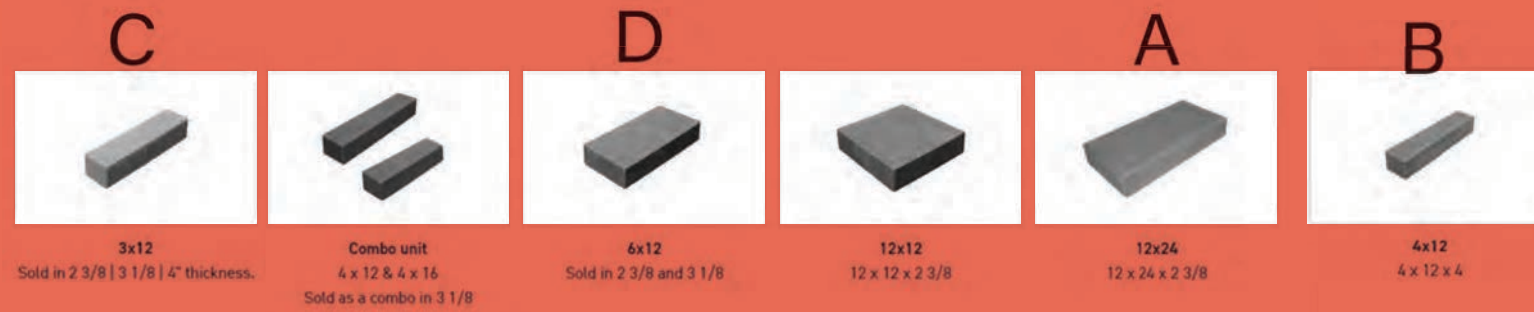
SEATING TRASH RECEPTICLES



FENCING



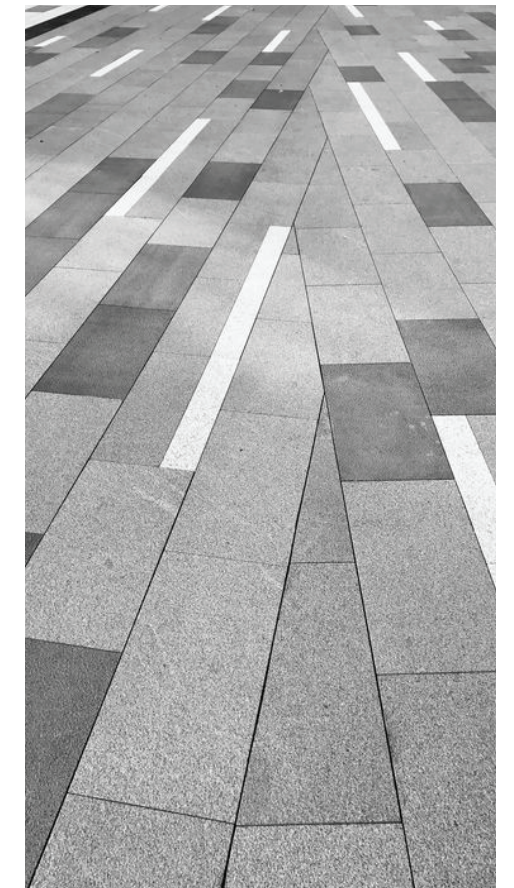
PAVERS DESIGN LANGUAGE



TREE GRATE



PAVER DESIGN EXAMPLES



PAVERS DESIGN LANGUAGE

12" HEXAGON | 60 MM

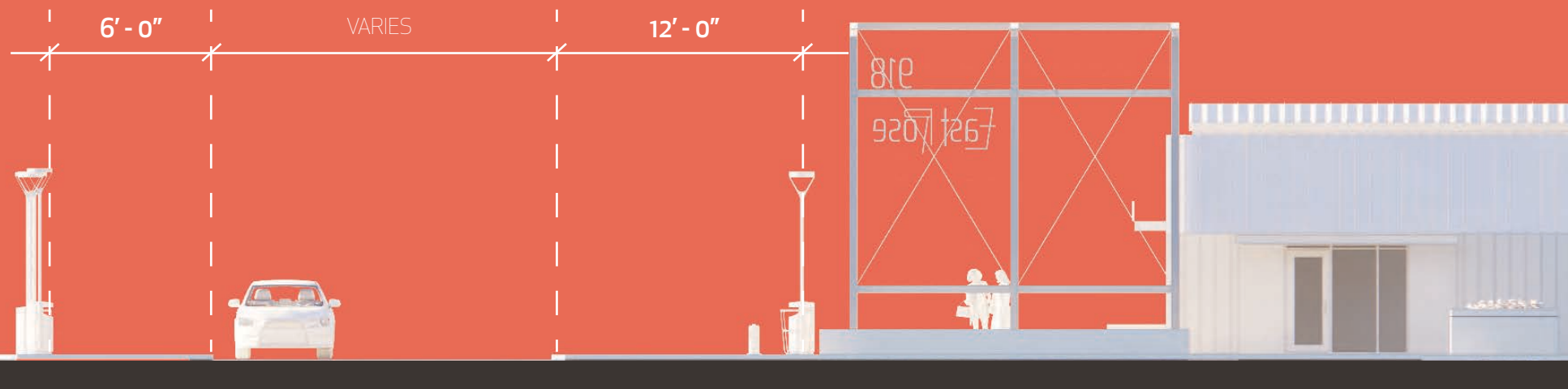


12 x 12 x 2³/₈

8" HEXAGON | 80 MM



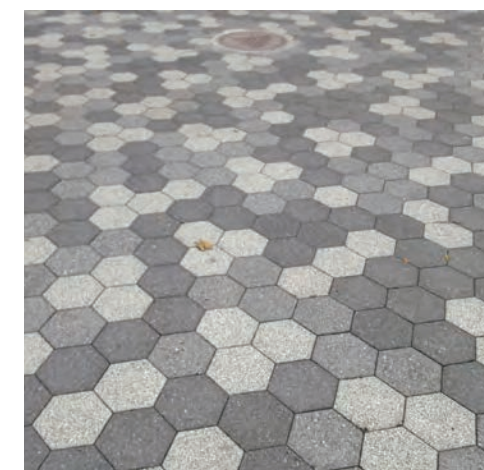
8 x 8 x 3¹/₈



EXISTING CITY OF LAKELAND STANDARD

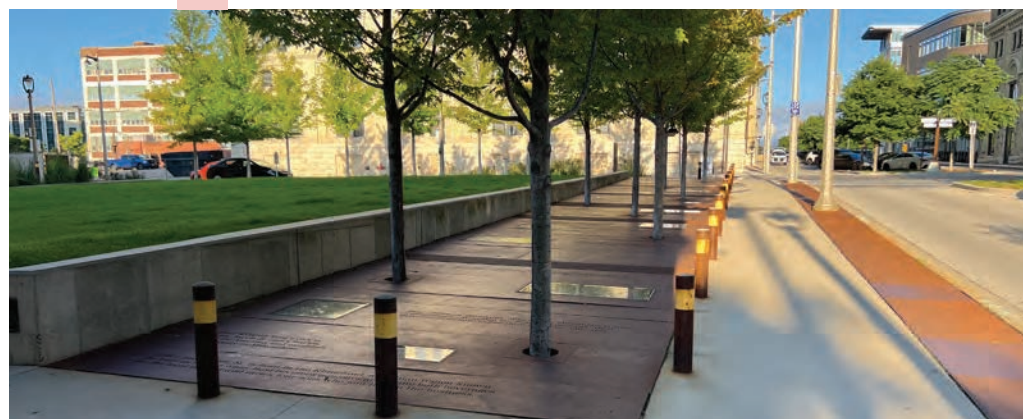
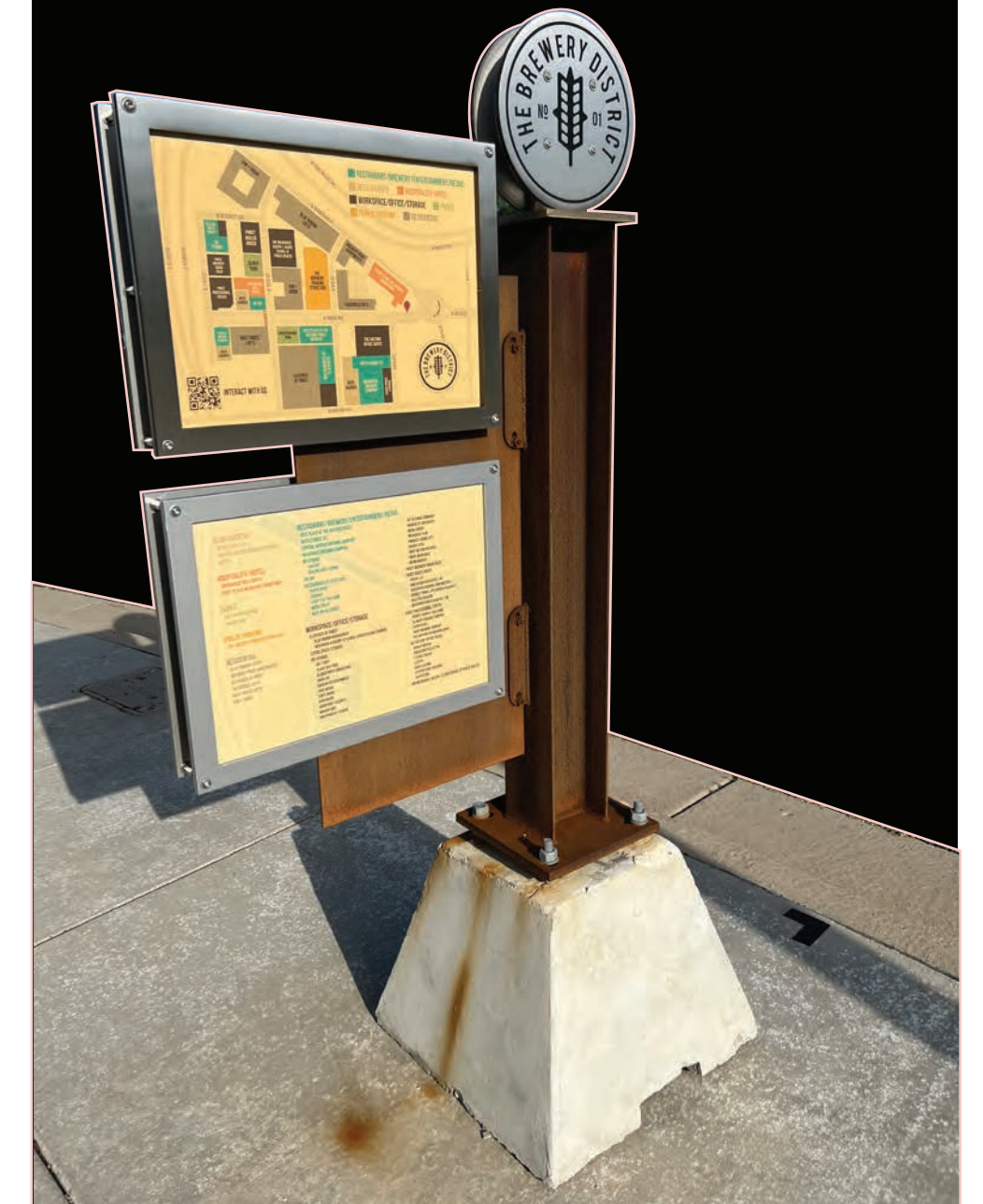


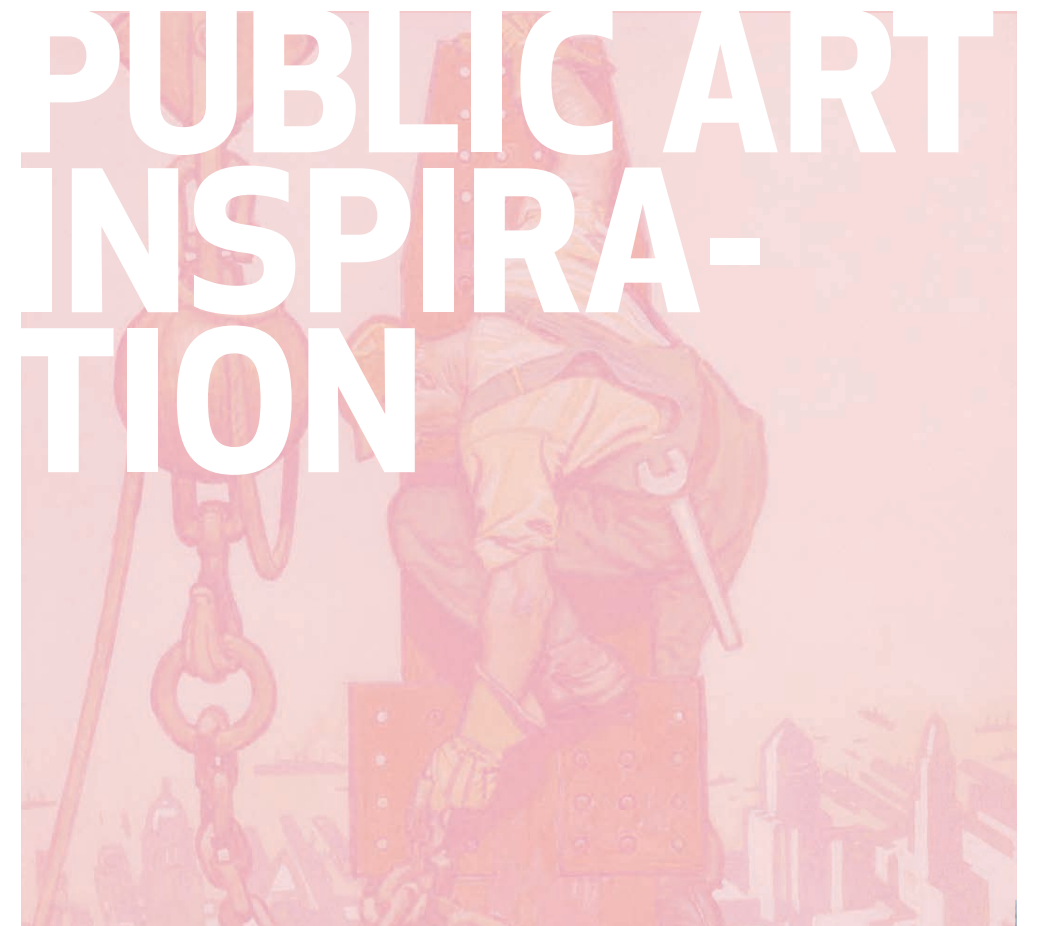
PAVER DESIGN EXAMPLES





SIGNAGE, RAIN GARDENS





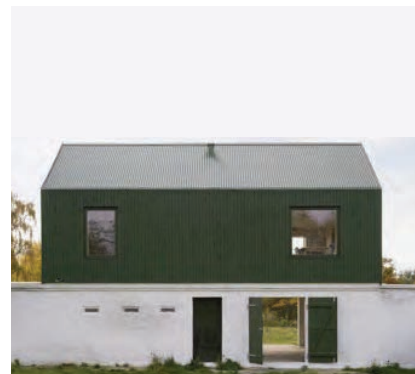
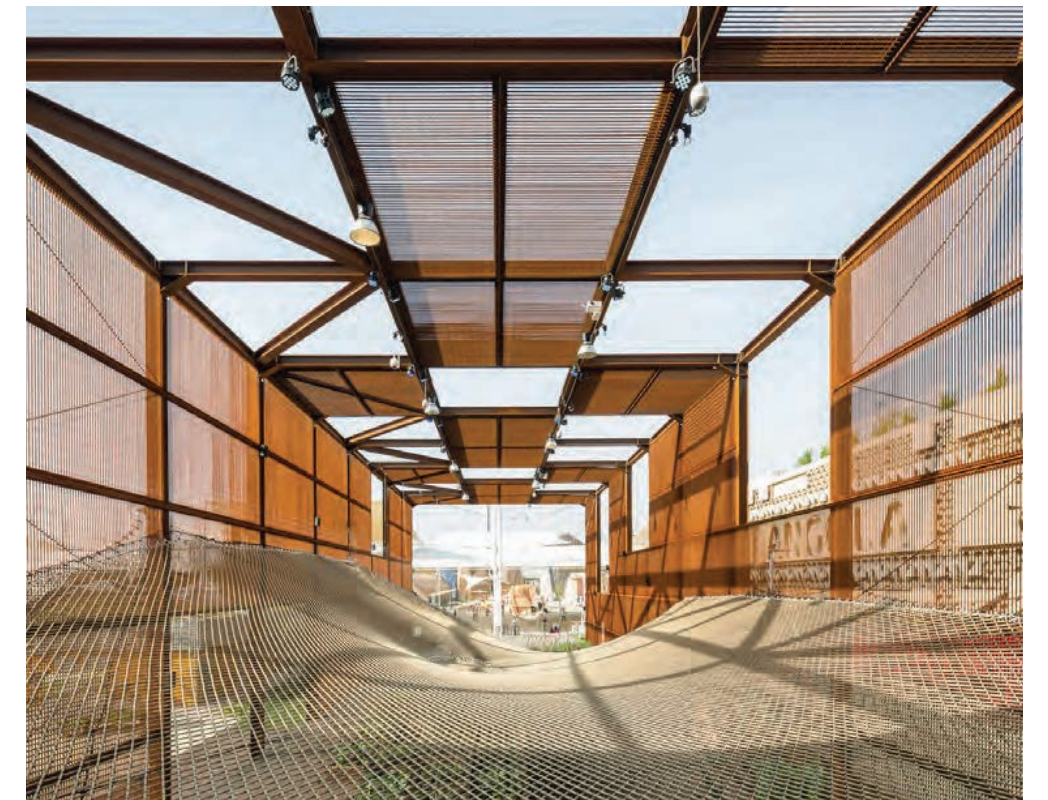
ALAN TUPPER & LEE LAWRIE & MISC





BUILDING REFRESH

DESIGN INSPIRATION



REDEVELOPMENT TARGET AREA

04



EAST MAIN DISTRICT





LOMa

LOCAL MAKERS VILLAGE





Redevelopment Target Area

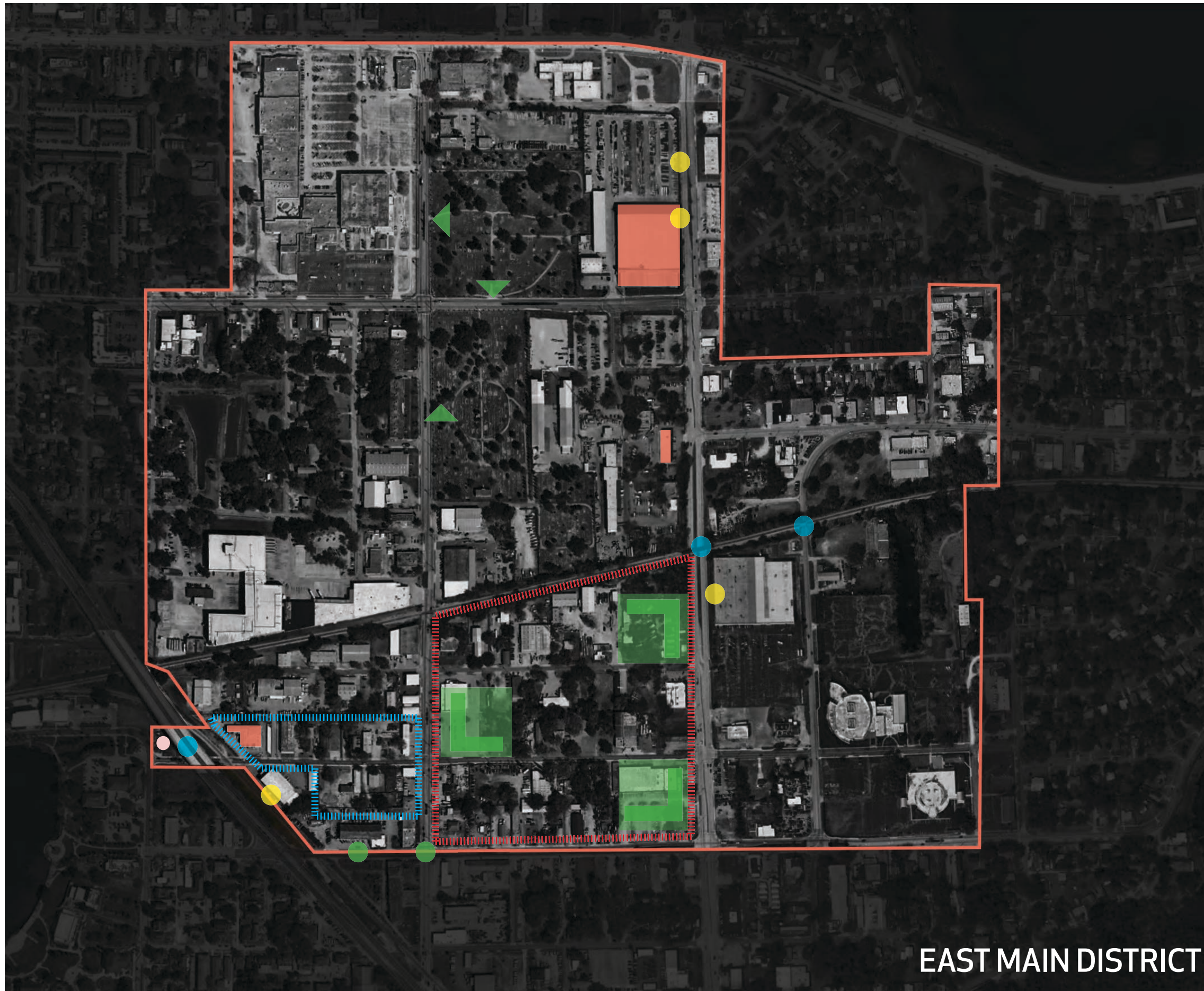
PROPOSED DISTRICT IMPROVEMENTS

PUBLIC ART

-  CITY OF LAKELAND BUILDING PAINT SCHEMES
-  CSX UNDER/OVER PASS ART
-  PUBLIC MURAL / ART INSTALLATION
-  EXISTING MURAL / PUBLIC ART

INFRASTRUCTURE

-  LOMA MONUMENT SIGN
-  CEMETARY MONUMENT SIGN / HISTORICAL MARKER
-  FUTURE DEVELOPMENT AREA
-  PHASE I DEVELOPMENT



EAST MAIN DISTRICT

PUBLIC ART



LoMa





R.O.W
IMPROVEMNTS

PHASE I DEVELOPMENT