

AGENDA

Community Redevelopment Area Advisory Board

Thursday, June 4, 2020 | 3:00 PM – 5:00 PM

In order to comply with the Safer-at-Home Order issued by Governor DeSantis, City Hall is closed to the public and the entire meeting will be conducted online. Members of the public and interested parties who wish to comment will be able to do so by calling in during the meeting. A phone number and access code will be posted online prior to the meeting and during the live broadcast on Spectrum Channel 643 or Fios Channel 43 or the webcast on www.lakelandgov.net.

A. Financial Update & Project Tracker*

B. Housekeeping

C. Action Items

- i. Old Business
 - i. Meeting Minutes May 7, 2020 (Pg. 5-10)
 - ii. Lease Addendum Haus Management LLC (Pg. 11-27)
- ii. New Business
 - i. W. 14th St. Sidewalk Installation & Pedestrian Enhancements (Pg. 28-33)
 - ii. DouBakehouse Lease Renewal & Leasehold Improvements (Pg. 34-81)

D. Updates

- i. 114 E. Parker Street Project Update (Pg. 82-86)
- ii. Commercial Business Partner Status Update (Pg. 87-88)

E. Discussion Items

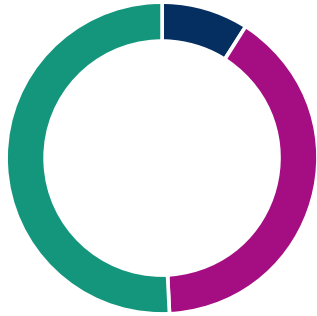
F. Adjourn

* For Information

NEXT REGULAR MEETING:

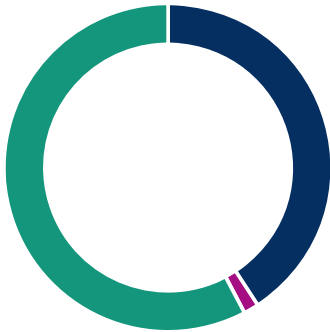
Thursday, July 9, 2020 3:00 - 5:00 PM – Location TBD

Downtown Fund



■ Available	\$324,779
■ Expenses	\$1,452,056
■ Encumbrances	\$1,830,994

Dixieland Fund



■ Available	\$466,883
■ Expenses	\$17,030
■ Encumbrances	\$660,235

Midtown Fund



■ Available	\$622,097
■ Expenses	\$3,364,388
■ Encumbrances	\$2,475,245

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

PROJECT PROGRESSION REPORT



STATUS KEY	
RISKS / ROADBLOCKS	
POTENTIAL RISKS	
ON TRACK	

Project	Status	Phase	Funding Allocated	Notes
114 E. Parker	ON TRACK	Bid	\$350,000.00	Redesign of New Building
Lake Parker Art Path	ON TRACK	Bid	\$820,000.00	80% Complete
Five Points Roundabout	ON TRACK	Construction	\$175,000.00	Cul De Sac Under Construction 95% Complete Roundabout Design Phase 30% Complete
Downtown Bark Park	POTENTIAL RISKS	Permitting	\$150,000.00	On Hold
Tapatios	ON TRACK	Construction	\$340,000.00	Temporary Certificate of Occupancy
Mirrorton	ON TRACK	Construction	\$970,000.00	Underway
N. Massachusetts Ave Development Agreement	ON TRACK	Preliminary		Pending Commission approval of Terms
Oak Street Parking Lot Development Agreement	ON TRACK	Preliminary		Pending Area Planning
Providence Rd	ON TRACK	Design	\$1,100,000.00	Notice of Award for Design Services Awarded to DRMP
South Florida Road Diet	ON TRACK	Construction	\$350,000.00	Underway

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

PROGRAM PROGRESSION REPORT



STATUS KEY	
RISKS / ROADBLOCKS	
POTENTIAL RISKS	
ON TRACK	

Grants/Programs	Status	Active	Notes
Alley Vacating	ON TRACK	1	Boudaries located between Florida and Kettles Avenue and 9th and 10th Street
Affordable Housing Partnerships	ON TRACK	3	Providence Reserve Seniors- Construction Underway Midtown Lofts-70+ Units Vermont Ave Apartments- 16 Units
Builder's Line of Credit	ON TRACK	1	703 W 5th Street; Complete
Design Assistance	ON TRACK	7	945 & 947 S. Florida Avenue- Complete Mary's Bagels - Complete Vanguard Room Wally's 110 W. 7th Street Coney Funeral Home
Down Payment Assistance	ON TRACK	3	Underway; Marketing Campaign Forthcoming
Façade and Site	ON TRACK	7	Pegasus - Complete 945 & 947 S. Florida Avenue- Complete Vanguard Room Wally's 110 W. 7th Street Coney Funeral Home
Fix-It Up	ON TRACK	9	Underway
Food Related	ON TRACK	0	
Infill- New Construction	ON TRACK	4	2 lots sold 2 pending
Infill Adaptive Reuse	ON TRACK	5	Coney Funeral Home Wally's Mary's Bagels Providence Reserve Seniors The RecRoom
Murals	ON TRACK	3	1 Complete 2 Inquiries
Downtown Second Floor Renovations	ON TRACK	0	\$50,000 Allocation

**Community Redevelopment Area Advisory Board
Meeting Minutes
Thursday May 7, 2020
3:00 – 5:00 PM
Virtual Meeting**

Attendance

Board Members: Ben Mundy (Chair), Pastor Edward Lake (Vice-Chair), Zelda Abram, Dean Boring, Harry Bryant, Brandon Eady, Brian Goding, Frank Lansford, Commissioner Stephanie Madden and Cliff Wiley

Absent: Cory Petcoff

Staff: Alis Drumgo, Terrilyn Bostwick, Jasmine Denson, Iyanna Jones, D'Ariel Reed and Damaris Stull

Guests: Rudy Brown, Christelle Burrola, Brandy Gillenwater, David Green, Fiorella Hall, Barret Hollis, Mike Mustard, Sean Parker, Brian Rewis (Community and Economic Development Assistant Director), Jonathan Rodriguez, Jerrod Simpson and Laura Shannon

Packets

- Meeting Minutes dated February 6th, 2020
- Financial Update
- Project Progression Report
- 2019 Independent Financial Audit
- Memo- Rec. Room- 202 N. Massachusetts Avenue
- Memo- 820 N. Massachusetts Avenue Waterproofing
- Memo- Lease Addendum Haus Management LLC

Housekeeping

The annual report has been published and can be viewed on the CRA website.

Action Items – Old Business

Meeting Minutes dated February 6th, 2020

Brandon Eady moved approval of the minutes. Commissioner Madden seconded the motion which passed unanimously.

Financial Update & Project Tracker

Alis Drumgo noted the Downtown Bark Park project is on hold until further notice. As for the Providence Road project, Staff has selected a firm for design services. A notice to award will be published soon. The N. Massachusetts Avenue Development agreement will go before the City Commission in June.

Action Items – New Business

2019 Independent Financial Audit

Ben Mundy noted the inclusion of the audit for informational purposes. Alis noted the full audit can be viewed on the CRA website.

Brian Goding moved to accept the audit as presented. Zelda Abram seconded the motion which passed unanimously. Pastor Lake was absent for the vote due to connectivity issues.

Rec. Room- 202 N. Massachusetts Avenue

The 10,600-square foot historic building, located at 202 N. Massachusetts Avenue, in the Downtown CRA District has been vacant since 2017. The property was purchased last year by Baron Management LLC. The proposed business, RecRoom, will function as an arcade and event space. The new business owner, Conn O'Leary, has proposed the complete renovation of the current structure and parking lot, to include; interior buildout, new outdoor seating area, and exterior enhancements.

The applicant provided a preliminary scope of work that included complete electrical rewiring, new HVAC ductwork, brand-new ADA compliant restrooms and plumbing improvements. The improvements are projected to cost \$115,000. The business owner is expected to spend approximately \$181,000 in interior improvements.

The construction commenced in April and the completion of the project is anticipated for the end of June 2020. The Lakeland CRA does not have grant programs in place within the Downtown Redevelopment District to review the grant request administratively, so Staff has brought the request before the Board for consideration. The applicant is seeking a total grant award of up to \$100,000. The improvements are consistent with the Downtown Redevelopment Plan, and will contribute to the physical improvement and economic viability of the area.

Alis Drumgo noted that the applicant originally approached Staff in February 2020 and Staff agreed to allow construction to commence prior to the grant request being heard as to not penalize the applicant due to meeting constraints imposed by COVID-19.

Conn O'Leary, Barret Hollis and Rudy Brown gave a brief presentation.

Discussion ensued regarding available funds in the Downtown fund. The Board suggested a smaller contribution in lieu of the full \$100,000.

With consideration to the economic challenges caused by the COVID-19 pandemic, the Board was hesitant to commit the full \$100,000 to one Downtown business, when a number of other small businesses are currently at risk.

Alis Drumgo assured the Board that adequate funds were available in the small project assistance account, which is specific to Downtown properties and would not require re-appropriation.

Cliff Wiley moved approval of a \$35,000 matching grant to be distributed as a reimbursement. Harry Bryant seconded the motion which passed unanimously. Frank Lansford recused himself.

820 N. Massachusetts Avenue Waterproofing

In May 2013, the Lakeland Community Redevelopment Agency (CRA) purchased 820 North Massachusetts Avenue at the appraised value of \$538,000. Initially, the intent was to convert the existing building into a secured warehouse for lease by the City's Public Works Department for an initial annual rent of \$19,320. During the February 4, 2016 meeting, the Board voted to enter into a contract with Strickland Construction based on their bid for site/building renovation in the amount of \$2,554,870 with the understanding that change orders would be forthcoming once final tenants were selected. At the March 3, 2016 meeting, the Board approved a lease of no more than 10 years with Ashton Events for the event space in 820 North Massachusetts Avenue and 4,800 sq. ft. of collaborative office space in 830 North Massachusetts Avenue. Also approved, was up to \$400,000 in change orders for the event and collaborative office spaces.

In November of 2016, the Board approved \$600,000 for Phase II renovations and in February 2017, multiple change orders totaling \$122,000.

Throughout the initial lease term, Staff received numerous calls about water intrusion. Below is a list of measures taken to eliminate these occurrences.

- In April 2018, the CRA spent \$2,725 for patches to the roof as water was pouring into the building when it rained.
- In September and October 2018, a total of \$5,221 was spent resealing windows as it was determined as an entry point for water.
- In September and November 2018, a total of \$1,595 was spent inspecting and repairing drainage pipes as water was not flowing, seemingly causing it to pool next to the building and penetrate through the floor level bricks.
- In October 2018, the CRA spent another \$27,265 resealing the entire roof as water was still penetrating the roof during heavy rains.
- In November 2018, the CRA spent \$6,300 to have a mason fill in the gap between the building and the concrete walkway eliminating another location where water was pooling and allowing penetration through the floor level brick.

Despite these efforts, a substantial amount of water was still entering the building through the brick walls. Also, large amounts of water would rush into the building under the door located on the south elevation. In September of 2019, at the cost of \$40,000, the City's Construction & Maintenance Department was hired to regrade the site on the south side of the building and extend the knee wall to divert rain water away from the building and towards Massachusetts Avenue. Lastly, in November 2019, Professional Service Industries (PSI) was contracted to conduct a Field & Water Test and provide a findings report which included technical specifications for repair, Construction Administration Services and Quality Assurance Monitoring. The Field and Water Test revealed that the brick mortar joints were deteriorated, cracking, and showing evidence of plant growth throughout the masonry walls. No evidence of previous point work was observed. The current paint finish is thin and stained at various areas with plant growth. The general overview of the recommended repairs includes:

- All flexible sealants applied at CMU mortar joints to be removed and repointed.
- General pressure wash cleaning of the CMU walls will be required prior to recoating. Recoating will include all exterior Brick walls and parapets, as well as hollow core steel service doors and frames.
- Waterproofing of open "vent" conditions on the east and west elevations: The intent is to preserve the look of the vents while making them obsolete regarding air circulation performance. This will require installation of a solid backing material at the interior of the vent.
- Followed by detailing of the open vent conditions with sealant in preparation for application of the specified performance coating.
- Wet-Seal of Storefront Assemblies: Remove old existing sealant and gaskets, prepare the areas and apply a new wet seal. Sealant selection will be approved by exterior coating manufacturer for compatibility and performance warranty.

The CRA worked with the City's Purchasing and Facilities Departments and PSI to issue a Request for Proposals (RFP). Staff sought to establish the true cost of the project to prevent future change orders and cost overruns. The bids submitted were from qualified general contractors encompassing the exterior building envelope repairs.

Reviewing the bid submittals, the PSI Consultant, noticed a few discrepancies with the bid documents submitted. Purchasing issued a request for clarification for all bidders regarding quantities related to point work. Responses to the request were received from five of the six bidders; Innovative Masonry Restoration did not respond and was thus disqualified. The clarifications resulted in a considerable decrease in the bid amounts. With consideration to the clarifications, the following bids were received.

1. <u>Krystal Companies, LLC (d.b.a. Krystal Klean)</u>	
• Base Bid.....	\$ 155,327.66
2. <u>Five Arrows, Inc. (d.b.a. SPC construction Group)</u>	
• Base Bid.....	\$ 183,050.00
3. <u>Waterproofing Specialists, Inc.</u>	
• Base Bid.....	\$ 192,170.00
4. <u>Shield Coating & Waterproofing</u>	
• Base Bid.....	\$ 221,465.00
5. <u>Schnell Contractors, Inc.</u>	
• Base Bid.....	\$ 321,305.00

Considering references and bid price, PSI recommended Krystal Companies as the vendor for the project.

Staff left the decision at the Board’s discretion, to recommend the City Commission issue Notice of Intent to Award the contract for waterproofing of 820 North Massachusetts Avenue to Krystal Companies Inc.

Discussion ensued.

David Green clarified the discrepancy between the initial bid and the final submittals.

Brandon Eady moved to approve Staff’s recommendation. Pastor Eddie Lake seconded the motion which passed unanimously.

Lease Addendum Haus Management

In May 2013, the Lakeland Community Redevelopment Agency (CRA) purchased 820 North Massachusetts Avenue. In the February 2016 meeting, the Board voted to approve the renovations of the structure. Subsequently, at the March 2016 meeting, the Board approved a lease with Ashton Events for Haus 820, the event space at 820 North Massachusetts Avenue, and The Collective, 4,800 sq. ft. of collaborative office space, in 830 North Massachusetts Avenue. Included in the original lease, was shared parking at mid-block spanning the southwest corners of the entire parcel owned by the CRA. This parking lot (lot 1) is currently to the west of Yard on Mass which was privately owned and operated as a car lot.

With the 2019 construction of Yard on Mass, Staff sought to align the shared parking allocations in a manner more favorable to all businesses which requires a lease addendum with Haus Management LLC. The shift will provide parking on lot 1 for Yard on Mass. Haus 820 will park to the west on lot 2, and all tenants Haus, Artifact and Yard on Mass will share parking at Lot 3 once the lot is constructed. While proposing this addendum, Staff is recommending clean up some of the lease’s original terms based on recently adopted operational changes.

To offset the parking adjustment and impacts to daytime events at Haus820, Staff is proposing CRA schedule and pay for valet services for all daytime events held on Monday through Friday with a guest count above 200 attendees provided Haus Management requests valet services, including a guest count, seven (7) days prior to the event date. This provision will expire upon completion of the anticipated improvements to Lot 3. Additionally, the tenant requested an allotment of \$100k for leasehold improvements that would stay with the building upon termination of the lease.

- At the Board’s discretion to approve the lease addendum, leasehold improvements and valet services as presented by Staff.
- At the Board’s discretion to approve the construction of lot 3 as soon as economically feasible in order to support Mass Market Area development.

Discussion ensued regarding the CRA's total investment and average rent amounts for Haus 820 and The Collective.

The Board expressed hesitation to invest any additional funds into the building for leasehold improvements.

In response to Zelda Abram, Alis Drumgo added that market rate rent for Haus 820 would be \$7,800 per month and \$5,600 per month for The Collective. The tenant currently pays \$2,500 per month for Haus 820 and none for The Collective.

Based upon the current lease structure, the CRA would not be able to collect near market rate for another 7 years.

Dean Boring added that the return on the rent makes it cost prohibitive to invest any additional dollars into the building.

Sean Parker added that the leasehold improvements would stay with the building as a benefit to future tenants.

In response to Ben Mundy, Laura Shannon noted that dimmable lights, partitions needed to separate Haus 820 and the Artifact event space and the need for valet parking are among the improvements that have come about since the establishment of the original lease terms.

With consideration to the economic challenges caused by the COVID-19 pandemic for small businesses, Commissioner Madden opted to approve the parking improvements and hold off on the leasehold improvements.

Alis Drumgo clarified the structure in which the Board would need to vote; the construction of surface parking along with valet service to support Mass Market area businesses and separately, the lease addendum to include the aforementioned leasehold improvements.

In response to Jerrod Simpson, Alis Drumgo clarified that it is Staff's request that lot 3 parking improvements move forward with or without the adoption of the lease addendum as it has become a necessity for all Mass Market area tenants.

Dean Boring moved to approve lot 3 parking improvements. Brian Goding seconded the motion.

Commissioner Madden moved to amend the motion to include valet service for daytime events with 200 or more attendees. Brandon Eady seconded the motion. Dean Boring accepted the amendment which passed unanimously. Ben Mundy was absent for the vote due to connectivity issues.

Commissioner Madden moved to assign the negotiations for the lease addendum and leasehold improvements to the City Attorney and hold further discussion until the June meeting. Frank Lansford seconded the motion which passed 6-2 with Cliff Wiley and Dean Boring voting in opposition. Ben Mundy was absent for the vote due to connectivity issues.

Updates

As a result of the COVID-19 pandemic, the City has provided a 90-day rent deferment option to CRA tenants. Staff will provide an update from tenants regarding their businesses status during the pandemic.

Discussion Items

Adjourned at 5:26 PM

Next Meeting, Thursday, June 4, 2020 3:00 PM, Virtual Meeting

Ben Mundy, Chairman

Date

DRAFT



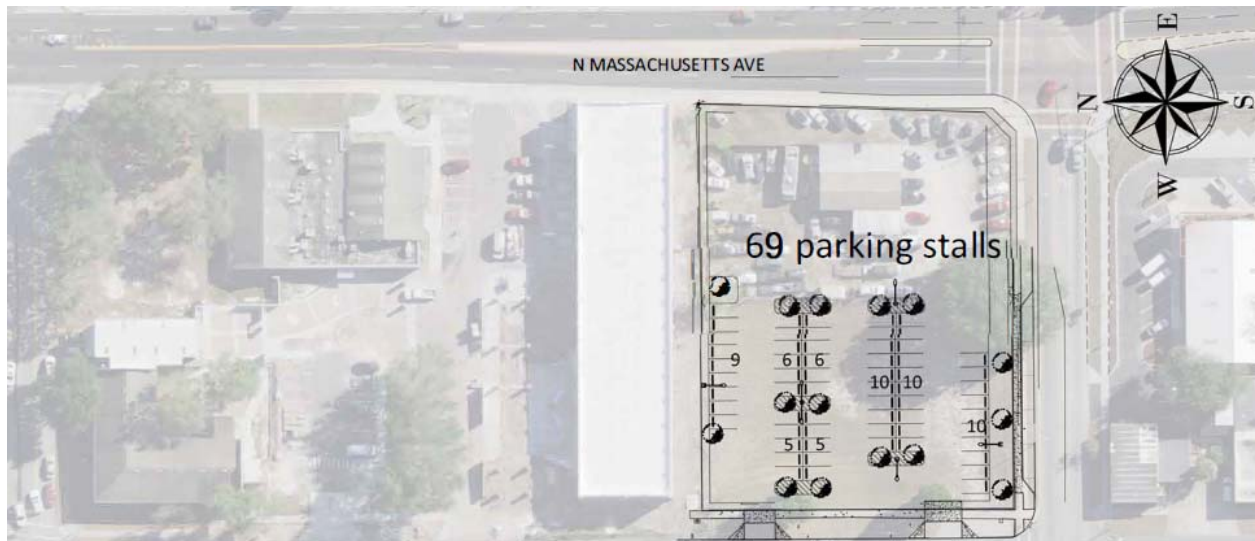
228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Alis Drumgo, CRA Manager
Date: June 4, 2020
Re: Haus Management LLC Lease Addendum

I. Background:

In May 2013, the Lakeland Community Redevelopment Agency (CRA) purchased 820 North Massachusetts Avenue. In the February 2016 meeting, the Board voted to approve the renovations of the structure. Subsequently, at the March 2016 meeting, the Board approved a lease with Ashton Events for Haus 820, the event space at 820 North Massachusetts Avenue, and The Collective, 4,800 sq. ft. of collaborative office space, in 830 North Massachusetts Avenue. Included in the original lease, was shared parking at mid-block spanning the southwest corners of the entire parcel owned by the CRA. This parking lot (lot 1) is currently to the west of Yard on Mass which was privately owned and operated as a car lot.



II. Update

With the 2019 construction of Yard on Mass, Staff sought to align the shared parking allocations in a manner more favorable to all businesses which required a lease addendum with Haus Management LLC. The shift provides parking on lot 1 for Yard on Mass. Haus 820 will park to the west on lot 2, and all tenants Haus, Artifact and Yard on Mass will share parking at Lot 3 once the lot is constructed. Proposing this addendum at the May Advisory Board meeting, Staff recommended clean up some of the lease’s original terms based upon recently adopted operational changes while allotting \$100,000 in leasehold improvements that would stay with the building upon termination of the lease. The Board considered the request and ultimately voted to table the item because of the structure of the leasehold improvements citing budget concerns. Staff was asked to renegotiate the terms with the support of the City Attorney’s Office. Staff revisited the leasehold payment structure along with the Tenant, and the modifications are below:

Item	Original	Modification
1. Updates Exhibits	Exhibit “A” Parking at SW Corner of E. Parker and Tennessee	<p>Adds Exhibits “A-D” Lot 1 Parking Lot (Exhibit A) Lot 2 Parking Lot (Exhibit B) Lot 3 Parking Lot (Exhibit C) Preventative Maintenance Schedule (Exhibit D)</p> <p>Note: Tenant releases use of 64 parking spaces in lot 1 except for access to 6 spaces to be utilized as parking and loading by Haus vendors and staff.</p> <p>Tenant will have exclusive access to 64 parking spaces in lot 2.</p> <p>All tenants share lot 3 upon completion.</p>
2. Clarifies Leased Space	7,200 sf Interior Event Space 4,800 sf Office Space	7,200 sf Interior Event Space 6,690 sf Exterior Event Space 4,800 sf Office Space
3. Clarifies the Initial Term Commencement Date	June 1, 2017	August 1, 2018
4. Corrects the Income Source on which Rent is Based	7.5% Rent +Tax Cap	<p>Removes the 7.5% Rent + Tax Cap</p> <p>Note: Rent cap removal increases ability to pass through taxes to the Tenant.</p>

5. Modifies the Renewal Terms	<p>First Renewal 5 Years Automatic Renewal 7.5% Rent Rate 10% Cap</p> <p>Second Renewal 5 Years Automatic Renewal Fair Market Rent</p>	<p>First Renewal 5 Years Automatic Renewal 7.5% Rent Rate No Cap</p> <p>Second Renewal 3 years Automatic Renewal Fair Market Rent</p>
6. Corrects Permitted Uses	Office Use Not Specified	Office Use Specified
7. Clarifies Maintenance Language Tenant Responsibility	<p>Lessee Responsible for 1st \$500 of Repairs</p> <p>Private Maintenance Provider</p>	<p>CRA Provides Repairs + Preventative Maintenance</p> <p>Additional Items Billed Back to Tenant</p> <p>City Facility Maintenance Team Provides Services</p> <p>Note: Tenant to assume responsibility for \$1,250 monthly management fee which shall commence 1/1/2021.</p>
8. Leasehold Improvements	(Proposed) CRA provide \$100,000 allotment for leasehold improvements with no tenant obligation.	<p>CRA will pay \$25k for partition to separate Haus and Arti/fact.</p> <p>CRA to provide \$75,000 (0% interest) loan to Tenant which will be repaid under the following terms commencing 1/1/2021:</p> <p>\$400 per month for the first 12 months of the lease term. \$771.79 per month for the remaining 78 months of the lease term.</p> <p>Note: The tenant will have a \$10,000 balloon payment due August 1, 2028. However, this \$10,000 payment will be offset should the tenant, at her own effort, expend at least \$10,000</p>

		on irrigation and infrastructure improvements to the courtyard.
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III. Board Consideration:

At the Board's discretion to recommend the lease addendum move forward to Real Estate Committee for approval.

IV. Attachments

- Haus 820's Original Lease
- Lease Addendum

LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease") is made and entered into this 16th day of May, 2016, by and between the Lakeland Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("LESSOR"), and Haus Management, LLC, a Florida limited liability company, whose principal address is 331 S. FLORIDA AVENUE BASEMENT, LAKELAND, FL 33801 ("LESSEE"). For and in consideration of the lease payments to be made hereunder, the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. Leased Property. LESSOR agrees to exclusively lease to LESSEE and to no other party and LESSEE agrees to lease from LESSOR 7,200 square feet and exterior event space (the "Event Space") at 820 N. Massachusetts Avenue, and 4,800 square feet of office space at 830 N. Massachusetts Ave, Lakeland, Florida, as more particularly described in Exhibit "A" (the "Property"). The Property shall include shared parking at mid-block and the southwest corners of the entire parcel owned by the Lessor, of which such parking shall be well lit and gated.

2. Lease Term. This Lease shall commence upon full execution by LESSOR and LESSEE. Within ninety (90) days of Lease execution, LESSOR will commence the repairs and other work set forth on Exhibit "B" (the "Work"). The Work shall be completed and a certificate of occupancy shall be provided by LESSOR on or before June 1, 2017 (the "Completion Date"). In the event that the Work is not completed or a certificate of occupancy is not provided by the Completion Date, LESSOR shall credit, as prepaid rent, to Lessee an amount for each event that must be canceled equal to twice the room rental fee for that canceled event (the "Rent Credit"). Lessee shall provide a list of planned events, with dates and prices, to Lessor at the beginning of each month starting on January 1, 2017, however the failure to provide such list shall not diminish in any way Lessee's right to receive the rent credit. LESSEE will take possession of the Property and the initial term of the Lease will commence on the later of June 1, 2017 or the Completion Date (the "Initial Term"). LESSEE shall then commence the improvements (the "Lessee Improvements") within ten (10) business days of commencement of the Initial Term. LESSOR may inspect the Lessee Improvements within seven (7) days of notification of its completion by LESSEE. All Lessee Improvements shall be completed in accordance with all applicable local, state and federal laws and regulations and shall be permitted as required. The Initial Term shall be for a period of five (5) years.

3. Rent; Deposit. LESSEE will pay to LESSOR a non-refundable deposit of Five Hundred Dollars (\$500.00) upon the execution of this Lease. No rent shall be due for the first year of the Initial Term. Rent for the second year of the Initial Term will be two and one-half percent (2.5%) of the gross monthly rental received by LESSEE for the Event Space and, for the remainder of the Initial Term, five percent (5.0%) of the gross monthly rental received by LESSEE for the Event Space, payable monthly within fifteen (15) days of the beginning of each calendar month. In no event shall the rent plus property taxes to be paid by LESSEE exceed seven and one-half percent (7.5%) of the gross annual rental for the Event Space. LESSEE shall provide Department of Revenue form DR-15 for the twelve months of each lease year as verification of gross annual rental received for the Event Space.

4. Renewal Terms.

- a) First Renewal Term. Provided LESSEE is not in default of the terms of this Lease and LESSEE does not provide written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the end of the Initial Term, this Lease shall automatically renew for an additional five (5) year term (the "Renewal Term"). The Rent for the Renewal Term will be seven and one-half percent (7 ½ %) of the gross monthly rental received by LESSEE for the Event Space, payable monthly within fifteen (15) days of the beginning of each calendar month. In no event shall the rent plus property taxes to be paid by LESSEE exceed ten percent (10%) of the gross annual rental for the Event Space. In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the Initial Term and at its sole expense, remove its personal property from the Property, provide necessary notices to LESSEE's subtenants to vacate the Property at the end of the Initial Term, and return the Property to the condition which existed upon completion of the Lessee Improvements, reasonable wear and tear excepted. LESSEE shall not enter into subleases with any subtenants that extend beyond the Initial Term unless and until this Lease has been renewed for the Renewal Term as provided above.
- b) Second Renewal Term. Provided LESSEE is not in default of the terms of this Lease and LESSEE does not provide written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the end of the First Renewal Term, this Lease shall automatically renew for an additional five (5) year term (the "Second Renewal Term"). Rent for the Second Renewal Term shall be determined on or before one hundred twenty (120) days prior to the expiration of the First Renewal Term. LESSOR and LESSEE will work together to arrive at a mutually agreeable lease rate. In the event that LESSOR and LESSEE are unable to come to an agreement, a State of Florida Licensed Real Estate Appraiser will be hired to determine the fair market rent for the Property for the Second Renewal Term. LESSOR and LESSEE will mutually agree on the appraiser and will share equally the cost of the appraisal. In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the First Renewal Term and at its sole expense, remove its personal property from the Property, provide necessary notices to LESSEE's subtenants to vacate the Property at the end of the First Renewal Term, and return the Property to the condition which existed upon completion of the Lessee Improvements, reasonable wear and tear excepted. LESSEE shall not enter into subleases with any subtenants that extend beyond the First Renewal Term unless and until this Lease has been renewed for the Second Renewal Term as provided above.

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

6. Use of Property. Unless LESSOR agrees otherwise in writing, LESSEE shall use the Property solely for performance and event space. LESSEE shall obtain the written consent of LESSOR prior to making any alterations to the Property. LESSEE shall obtain the written consent of LESSOR prior to using any common space appurtenant to the Property for purposes other than those purposes customarily incident to the lease of property, such as parking, ingress-egress or solid waste disposal.

7. Maintenance and Repair. Except as otherwise provided herein, LESSEE shall be responsible for the proper maintenance and repair of the Property and shall keep the Property in a clean and sanitary condition. In the event LESSEE fails to properly maintain or repair the Property after notice and a five (5) day opportunity to cure, LESSOR may, but shall have no obligation to, perform all necessary maintenance and repairs and bill LESSEE for the costs thereof. LESSOR shall have the right to enter the Property at all reasonable times for the purpose of performing inspections to ensure compliance with the terms of this Agreement. LESSEE shall pay all management fees and will be responsible for maintaining, repairing or replacing all attached appliances and fixtures; provided, LESSEE will only be responsible for the first \$500 in repairs to interior plumbing fixtures and electrical supply systems per occurrence and LESSOR shall be responsible for sums in excess of said amount, but only if LESSEE first obtains LESSOR's consent prior to proceeding with repairs estimated to exceed \$500 in cost. LESSOR shall be responsible for structural damage and repairs, internal (inside the walls, attic or underground) pipes, wiring, HVAC air handler(s), HVAC system and ductwork, roof, and any parking lot items, unless damage is caused by the negligence of LESSEE or LESSEE's subtenants, employees, agents or invitees.

8. Damage to Property by Fire or Other Casualty.

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

(b) If the damage caused as above is only partial and such that the Property, in LESSOR's reasonable judgment, can be restored within the time period and under the conditions as provided in Subparagraph 8(a) above, then LESSOR shall restore the same (excluding fixtures and improvements owned by LESSEE or any subtenant of LESSEE) upon the receipt of sufficient insurance proceeds to effect such repair and restoration. Rent shall abate in such proportion as the Property has been damaged until the Property has been repaired to substantially the same condition as existing prior to the casualty and is fully usable by the LESSEE or subtenant. LESSOR shall have no obligation to undertake the repair or restoration of the Property if adequate insurance proceeds are not available to complete such repair or restoration and either party may terminate this Lease in such event.

(c) Notwithstanding Subparagraphs 8(a) and (b) above, in the event LESSEE or LESSEE's subtenants are determined to be responsible for damage to the Property by fire or other casualty, then

LESSEE shall reimburse LESSOR for all costs and expenses incurred by LESSOR to repair or replace the Property (but only to the extent such amounts are not covered under any insurance required to be carried by LESSEE).

9. Utilities; Taxes. LESSEE shall be responsible for the payment of all utility charges and taxes associated with the Property, with the exception that LESSEE shall not be responsible for any taxes for the entire calendar year of 2017. Provided, LESSEE shall only be responsible for the specific utilities associated with the Property. If the Property does not have meters for same, the LESSOR, at the LESSOR's expense, shall cause separate utility meters to be installed for the Property. Taxes shall be limited to the taxes associated specifically with the Property. If other property is included within the same tax bill, then LESSEE shall only be responsible for the Property's pro rata share of the taxes. This will be determined by using the total square footage of the Property as the numerator and the total square footage of all buildings on the same property, including the Property, as the denominator and multiplying that quotient by the total taxes assessed. LESSEE's obligation to pay utilities and taxes shall begin once the Initial Term begins and LESSEE shall be responsible only for the pro rata amount for that initial month.

10. Default; Remedies. In the event LESSEE is in material breach of any condition of this Agreement, LESSOR shall provide written notice of such breach to LESSEE, which notice shall specify the nature of the breach and provide LESSEE ten (10) days in which to cure the breach. If LESSEE fails to cure the breach within said ten-day period of time, or fails to cure the breach within such longer period of time as may be accepted in writing by LESSOR as reasonable, this Lease Agreement shall terminate and LESSEE, at its sole expense, shall have sixty (60) days to remove its personal property from the Property, remove LESSEE's subtenants from the Property and return the Property to the condition which existed prior to LESSEE's occupation of the Property, reasonable wear and tear excepted. Any sublease entered into between LESSEE and a subtenant shall allow LESSEE to terminate the sublease within sixty (60) days in order to comply with this Paragraph. LESSOR's right to terminate hereunder shall not preclude LESSOR from seeking any other remedy at law or equity which LESSOR, in its sole discretion, may choose to pursue in order to be made whole.

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

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

13. Insurance. LESSEE shall procure and maintain policies of insurance in such amounts

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

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

The liability limits shall not be less than:

Bodily Injury	\$1,000,000.00
Property Damage	Single limit each occurrence

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

14. Indemnification. To the extent permitted by law, LESSEE agrees to defend, indemnify and hold harmless LESSOR, its officers, employees and agents, from and against any and all claims, losses, liabilities, penalties and expenses, including reasonable attorney's fees and costs, incurred by LESSOR as a result of LESSEE's use or occupancy of the Property, or the use or occupancy of the Property by LESSEE's employees, agents, subtenants, invitees, or any other persons for whose actions LESSEE is responsible. Nothing herein shall be construed as a waiver of the defense of sovereign immunity by LESSOR.

15. Assignment/Subleasing. LESSEE may not assign its rights or delegate its duties under this Lease without the express written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE shall have the right to sub-lease event space, office space and outside areas to individual tenants without LESSOR'S consent.

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

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

LESSOR:

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

LESSEE:

Haus Management, LLC
331 S. FLORIDA AVENUE BASEMENT
Lakeland, Florida 33801

With a copy to:

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

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

18. Governing Law; Venue; Waiver of Jury Trial. Any dispute arising out of this Agreement shall be governed by the laws of the State of Florida. Venue for any legal action shall lie in the courts of Polk County, Florida or the United States Middle District Court of Florida, Tampa Division. LESSOR and LESSEE waive the right to a trial by jury for any issue or dispute related to this Lease.

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

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

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

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

23. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. Each covenant, agreement, obligation or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease unless otherwise expressly provided.

24. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties and supersedes any previous understandings or agreements pertaining to the subject matter hereof. No modification of this Agreement shall be of any binding effect unless in writing and executed by both parties hereto.

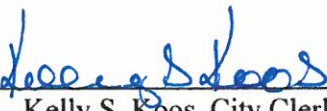
[Signature Page Follows]

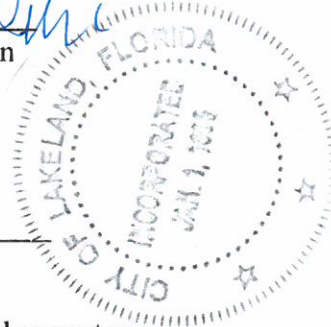
IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date first appearing above.

LAKELAND COMMUNITY
REDEVELOPMENT AGENCY:

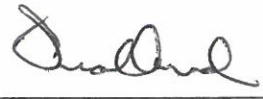
By: 
R. Howard Wiggs, Chairman

Witness 1: Attest:

By: 
Kelly S. Koos, City Clerk

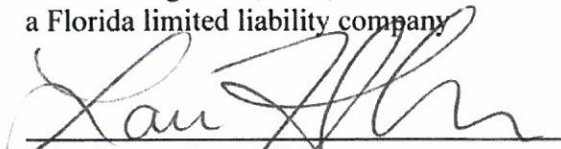


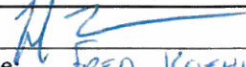
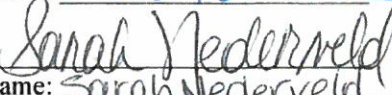
Witness 2: Approved as to form and correctness:

By: 
Timothy J. McCausland, City Attorney

LESSEE:

Haus Management, LLC,
a Florida limited liability company


Print Name: Laura Helm
Title: Manager

Witness #1 x <u></u>
Witness #1 Name: <u>FRED KOSHLER</u>
Witness #2 x <u></u>
Witness #2 Name: <u>Sarah Nederveld</u>

Addendum to Lease Agreement

Executed May 16th, 2016

Between Lakeland Community Redevelopment Agency (Landlord)

And

Haus Management, LLC (Tenant)

This Addendum modifies and supplements the attached lease agreement that was executed on May 16, 2016. Specifically, this Addendum:

1. Updates Exhibits;
2. Clarifies Leased Space;
3. Clarifies the Initial Term Commencement Date;
4. Corrects the Income Source on which Rent is Based;
5. Modifies the Renewal Terms
6. Corrects Permitted Uses; and
7. Clarifies Maintenance Language and Tenant Responsibility;

The Parties to the Original Lease Agreement, as modified and supplemented by this Addendum, are: the Lakeland Community Redevelopment Agency ("LESSOR"), and Haus Management, LLC ("LESSEE"). The Parties to the Original Lease Agreement are also the sole Parties to this Addendum. This Addendum shall become effective as of the ____ day of ____, 2020.

The parties agree that wherever there is any conflict between this Addendum and the Original Lease, the provisions of this Addendum will control and the Original Lease will be construed accordingly.

Exhibit "A" to the Original Lease is hereby updated and replaced by the new Exhibit "A" attached hereto. All parking previously referenced on the original Exhibit "A" has been modified and is replaced and updated as depicted on the attached as Exhibits "B and C".

Paragraphs 1, 2, 3, 4, 6, and 7 of the Original Lease shall be modified in the following manner. Text underlined is language added to the provision while text containing a strikethrough shall be removed.

1. Leased Property. LESSOR agrees to exclusively lease to LESSEE and to no other party and LESSEE agrees to lease from LESSOR 7,200 square feet of interior event space and 6,690 square feet of exterior event spaces (the "Event Space") at 820 North Massachusetts Avenue, and 4,800 square feet of office space at 830 North Massachusetts Avenue, Lakeland, Florida, as more particularly depicted in Exhibit "A" (the "Property"). The Property shall also include shared restrooms between the two tenants of 820 North Massachusetts Avenue and exclusive and shared parking as depicted in Exhibits "A", "B and C" and more particularly described as:

Center Parking Area. All of the parking area lying between the Event Space and the Property, lying between Massachusetts and Kentucky Avenues, shall be shared by Haus 820, Art/iFact, Collective and the Bake House employees and guests.

Common Area: Common Areas Defined. The term “Common Areas” is defined as all areas and facilities outside of the Leased Property that are designated by LESSOR from time to time for the general non-exclusive use of LESSOR, LESSEE, and the other LESSEES of the Leased Property and their respective employees, suppliers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, parking areas including the driveway, the yard, roadways and sidewalks. LESSOR and/or its designee may exercise control in whole or part and shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to Common Areas, provided that all such rules and regulations shall apply equally and without discrimination to all persons entitled to said Common Areas. LESSEE shall abide by such rules and regulations, shall cause its employees, agents, and contractors to so abide, and to use its commercially reasonable efforts to cause its customers, invitees and licensees to so abide. LESSOR shall have the right to reasonably increase or reduce the Common Areas, to reasonably rearrange the improvements in the Common Areas, and to make such reasonable changes therein and thereto from time to time which, in LESSOR’s opinion are deemed desirable and for the best interest of all parties using said Common Areas, provided that access to the Premises is not adversely affected.

Lot 1: As to Lot 1 on Exhibit A, exclusive use of six spaces adjacent to the Event Space. Those parking spaces shall also serve as a Loading Zone as indicated in more detail on Exhibit C. LESSOR shall provide signage indicating the same.

Lot 2: As to Lot 2 on Exhibit B, exclusive use of +/-sixty-four (64) spaces. Talbot House will have exclusive use of the remaining twenty (20) spaces, except as may be agreed between Talbot House and LESSEE, from time to time. LESSOR will provide signage indicating the same.

Lot 3: As to Lot 3 on Exhibit C, shared use of all spaces in Lot 3 with Yard on Mass and Art/iFact on a first come, first come basis. Use of the spaces may be otherwise coordinated between LESSEE, Yard on Mass, and Art/iFact, from time to time on a case by case basis.

Valet Parking: Upon LESSEE’s request, LESSOR will provide valet services for all daytime events held on Monday through Friday with a guest count above 200 attendees. LESSEE will provide LESSOR with a copy of the executed rental contract for any event at which LESSEE requests valet services, including a guest count, seven (7) days prior to the event date. This provision will expire upon completion of the anticipated improvements to Lot 3.

2. Lease Term. The Lease Term is hereby updated to reflect an original rent commencement date of August 1, 2018, and the Initial Term is modified to run to July 31, 2023.

3. Rent. For the remainder of the Initial Term, rent shall be calculated as five percent (5.0%) of the gross monthly rental received by LESSEE for the Event Space, payable monthly within

fifteen (15) days of the beginning of each calendar month. No rent shall be due at all for the Office Space.

4. Renewal Terms.

a) First Renewal Term. Provided LESSEE is not in default of the terms of this Lease and LESSEE does not provide written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the end of the Initial Term, this Lease shall automatically renew for an additional five (5) year term (the "Renewal Term"). The Rent for the Renewal Term will be seven and one-half percent (7.5%) of the gross monthly rental received by LESSEE for the Event Space, payable monthly within fifteen (15) days of the beginning of each calendar month. In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the Initial Term and at its sole expense, remove its personal property from the Property, provide necessary notices to LESSEE's subtenants to vacate the Property at the end of the Initial Term, and return the Property to the condition which existed upon completion of the Lessee Improvements, reasonable wear and tear excepted. LESSEE shall not enter into subleases with any subtenants that extend beyond the Initial Term unless and until this Lease has been renewed for the Renewal Term as provided above.

b) Second Renewal Term. Provided LESSEE is not in default of the terms of this Lease and LESSEE does not provide written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the end of the Initial Term, , this Lease shall automatically renew for an additional three (3) year term (the "Second Renewal Term"). Rent for the Second Renewal Term shall be determined on or before one hundred twenty (120) days prior to the expiration of the First Renewal Term. LESSOR and LESSEE will work together to arrive at a mutually agreeable lease rate. In the event that LESSOR and LESSEE are unable to come to an agreement, a State of Florida Licensed Real Estate Appraiser will be hired to determine the fair market rent for the Property for the Second Renewal Term. LESSOR and LESSEE will mutually agree on the appraiser and will share equally the cost of the appraisal. In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the First Renewal Term and at its sole expense, remove its personal property from the Property, provide necessary notices to LESSEE's subtenants to vacate the Property at the end of the First Renewal Term, and return the Property to the condition which existed upon completion of the Lessee Improvements, reasonable wear and tear excepted. LESSEE shall not enter into subleases with any subtenants that extend beyond the First Renewal Term unless and until this Lease has been renewed for the Second Renewal Term as provided above.

6. Use of Property. Unless LESSOR agrees otherwise in writing, LESSEE shall use the Property solely for performance, event space and the leasing of office space and related uses thereto. LESSEE shall obtain the written consent of LESSOR prior to making any alterations to the Property. LESSEE shall obtain the written consent of LESSOR prior to using any common space appurtenant to the Property for purposes other than those purposes customarily incident to the lease of property, such as parking, ingress-egress or solid waste disposal. LESSEE shall not use the new dumpster installed as part of the improvements to Lot 1. LESSEE will continue to use the compactor it has used since beginning of the Lease.

7. Maintenance and Repair and Improvements. Maintenance and repairs of the major components of the Property are the responsibility of the LESSOR and will be performed by City of Lakeland Facilities Maintenance crews and/or the authorized designee from the City of Lakeland. Additionally, the CRA will be responsible for the mowing and maintenance of exterior spaces, including the parking lots and the swale adjacent to Massachusetts Avenue. “Any maintenance requested or required by the LESSEE outside of that schedule outlined in Exhibit D shall also be the responsibility of the LESSOR unless required due to the fault or negligence of LESSEE or related to the LESSEE ‘s obligation to maintain the Property in a clean and sanitary condition, in which case such maintenance shall be invoiced to LESSEE.” The Lessee shall be responsible for maintenance at the rate of \$1.25 per square foot of leased property, exclusive of outdoor space, or at the as needed rate calculated at the start of each fiscal cycle as determined by the City of Lakeland Finance Director.

In addition to ongoing maintenance and repairs, the Parties agree to the following:

(a) Leasehold Improvements.

- i. Lessor to provide \$75,000 loan to Lessee, for approved leasehold improvements, at 0% interest which will be repaid as follows:
 - i. Lessee will repay at \$400 per month for the first twelve (12) months with a commencement date of 1/1/2021 with the understanding that payments will not precede completion of improvements.
 - ii. Lessee will repay at the rate of \$771.79 per month for the remaining seventy-eight (78) months of the lease term.
 - iii. On August 1, 2028, Lessee will be responsible for a balloon payment of \$10,000.00. However, this payment will be offset by \$10,000.00 should the Lessee, at her own expense and effort and subject to the CRA Manager’s approval, expend at least \$10,000.00 on irrigation and infrastructure improvements to the courtyard.
 - iv. The loan payment for the leasehold improvements shall be due monthly concurrent with all other rent and fees, subject to the provisions outlined in Paragraphs 5 and 10 of the original lease.
 - v. Any balance of leasehold improvement repayment shall be immediately due upon termination of the Agreement.

All other terms and conditions of the Lease remain in full force and effect.

Effective Date:

LESSOR:

Witness:

Print Name: _____

Print Name: _____

LESSEE:

Witness:

Print Name: _____

Print Name: _____

**LAKELAND COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Name: Alis Drumgo

Title: CRA Manager

Date: [date]

HAUS MANAGEMENT, LLC

By: _____

Name: Laura Shannon

Title: Manager

Date: [date]



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Damaris Stull, CRA Project Manager
Through: Alis Drumgo, CRA Manager
Date: June 4, 2020
Re: W. 14th Street Sidewalk & Pedestrian Enhancements

I. Background:

In early March 2020, the Community and Economic Development (CED) Department received a public request to evaluate pedestrian safety concerns near 14th Street and Providence Rd. The area was reviewed by City and CRA staff, and they confirmed the need for sidewalks in the area. During initial analysis, Staff identified a school bus stop and public transit stop as points of vulnerability. Additional analysis revealed pedestrians regularly walking and bicyclists biking on the roadway shoulder.

Discussions between Engineering, Traffic Operations, Lakeland Police, CRA, and Community Economic Development regarding speed and traffic counts occurred in April. The Jamar pole was mounted to obtain a speed profile in the vicinity of the mid-block crossing at 14th Street and Wright Drive. The traffic analysis was recorded from April 27th to May 4th and yielded confirmation that 44% of traffic was traveling greater than the posted speed limit of 25 mph. The CED team, along with the assistance of Public Works, determined the construction of approximately 600 lineal feet of sidewalk on the south side of W.14th Street between Providence Rd. and Kathleen Rd. could provide immediate relief to pedestrians. Based on the results of the speed profile gathered from this area, Public Works recommended converting the existing

flashing beacon system on W 14th Street, west of Wright Drive to a Rectangular Rapid Flash Beacon (RRFB) system with back-to-back fluorescent green “Pedestrian” signs.

Big picture, Staff is currently working with Public Works to redesign the Providence Rd. corridor spanning from Kathleen Rd. to Griffin Rd. This sidewalk project will further the Midtown Redevelopment Area’s goal objective to protect the residential connector character of Providence Road by providing improved safety and east-west connectivity within the community.

II. Estimated Costs:

The project would be a design, build with Public Works completing the installation. The estimated costs associated with the project are listed below:

Task Item	Costs
Design and Right of Way Survey	\$3,500.00
Design Plans	\$20,000.00
Inspection Services	\$5,000.00
As-built Survey	\$2,250.00
Total Engineering Division Costs	\$30,750.00
Estimated Construction Costs	\$223,852.91
Total Estimated Project Costs plus 10% contingency	\$280,500.00

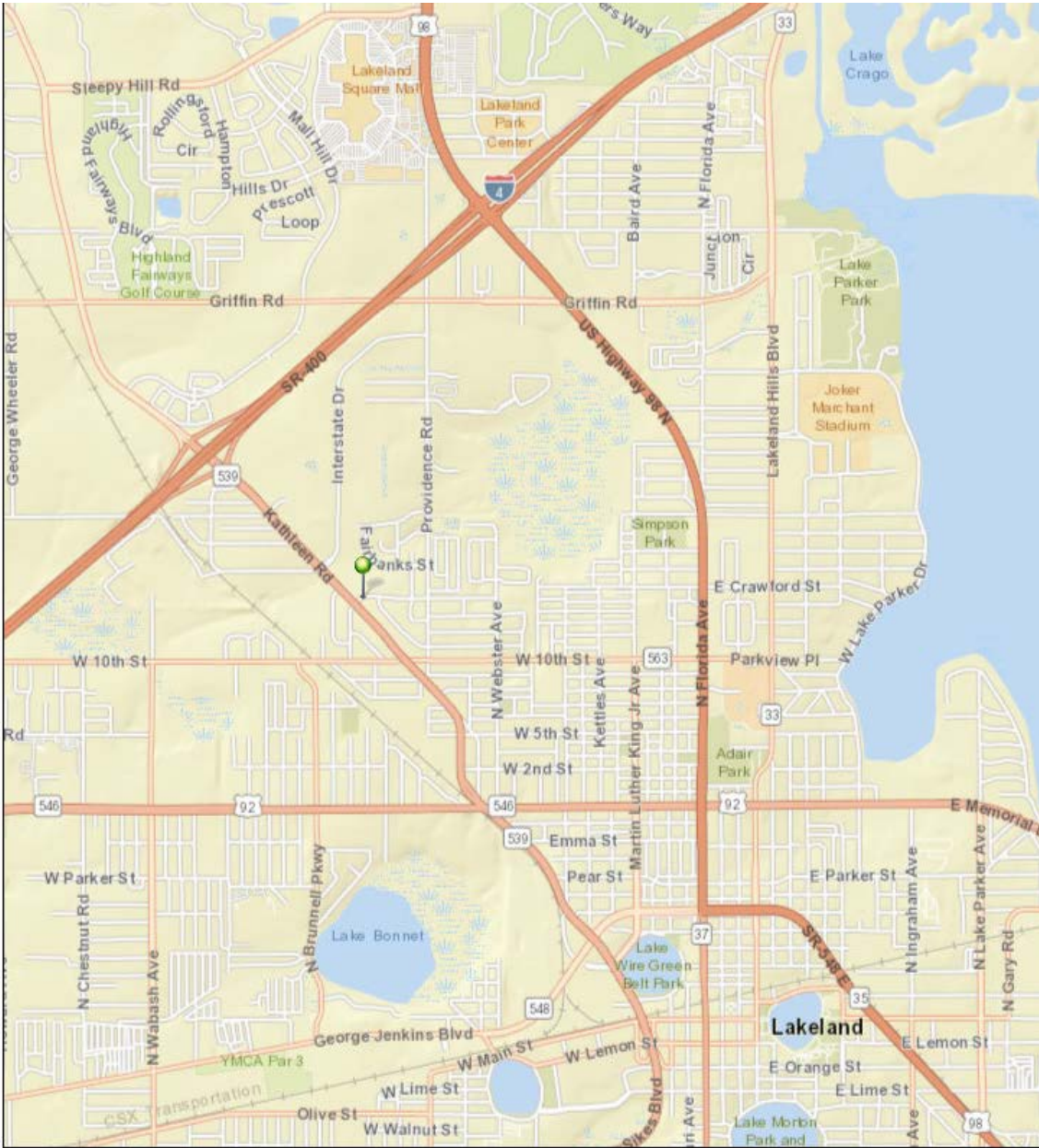
III. Board Consideration:

At the Board’s discretion approve funding and execution the sidewalk project.

IV. Attachments:

- Project Schedule
- Public Works Preliminary Cost Estimate

W 14th Street Proposed Sidewalk Location



W 14th Street Aerial View Proposed Sidewalk



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
Final Cost Estimate**

DATE: 5/8/2020

REV: _____

PROJECT 14th Street Pedestrian Improvements
From SR 539 (Kathleen Road) to Providence Road

PROJECT NO: _____

BY: RML

DESCRIPTION OF PROJECT / CHANGE
Sidewalk Construction on south side of 14th Street

APPROVED BY: _____

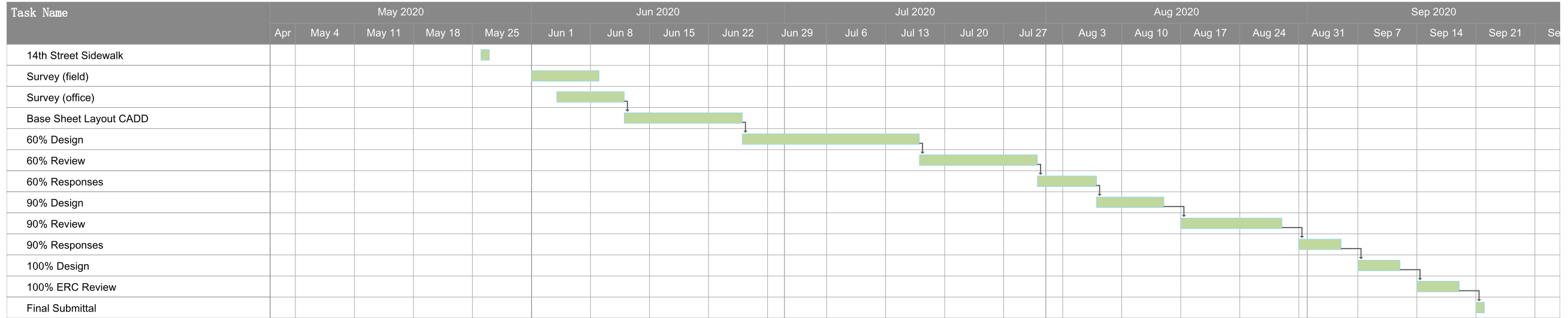
FILE NAME: _____

AVAIL. FUNDS: _____

ITEM NO.	QUANTITY	UNIT	TASK	UNIT COST ⁽¹⁾	ESTIMATED COST
102-3	10	CY	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	\$ 33.75	\$337.50
104-10-3	1400	LF	SEDIMENT BARRIER (SILT FENCE)	\$ 1.48	\$2,072.00
104-18	3	EA	INLET PROTECTION SYSTEM	\$ 113.49	\$340.47
110-1-1	0.600	AC	CLEARING AND GRUBBING	\$ 9,602.61	\$5,761.57
110-4	125.0	SY	REMOVAL OF EXISTING CONCRETE PAVEMENT	\$ 20.88	\$2,610.00
334-1-53	110.0	TN	SUPERPAVE, ASPHALTIC CONCRETE, TRAFFIC LEVEL C, PG76-22	\$ 112.16	\$12,337.60
120-1	100.0	CY	REGULAR EXCAVATION	\$ 8.34	\$834.00
120-6	100.0	CY	EMBANKMENT	\$ 12.23	\$1,223.00
285-709	15	SY	OPTIONAL BASE GROUP 9	\$ 20.05	\$300.75
425-1361	2	EA	INLETS, CURB, TYPE P-6 <10'	\$ 5,065.25	\$10,130.50
425-241	1	EA	MANHOLES, P-7, <10'	\$ 4,207.74	\$4,207.74
430-175-118	95	LF	PIPE CULVERT, RCP, ROUND, 18"	\$ 92.20	\$8,759.00
520-1-10	1250	LF	CONCRETE CURB & GUTTER, TYPE F	\$ 30.36	\$37,950.00
520-2-4	150	LF	CONCRETE CURB, TYPE D	\$ 22.08	\$3,312.00
522-1	825.0	SY	SIDEWALK CONCRETE, 4" THICK	\$ 45.66	\$37,669.50
522-2	215.0	SY	SIDEWALK CONCRETE, 6" THICK	\$ 62.14	\$13,360.10
527-2	280	SF	DETECTABLE WARNING	\$ 31.42	\$8,797.60
570-1-2	1325.0	SY	PERFORMANCE TURF, SODDING	\$ 2.79	\$3,696.75
646-140	1.0	EA	ALUMINUM SIGNAL POLE, RELOCATE	\$ 1,178.13	\$1,178.13
711-11-123	675.0	LF	THERMOPLASTIC, WHITE, SOLID 12" FOR CROSSWALK	\$ 2.77	\$1,869.75
711-11-125	465	LF	THERMOPLASTIC, WHITE, SOLID 24" FOR STOP LINE & CROSSWALK	\$ 5.02	\$2,334.30
711-16-101	0.1	GM	THERMOPLASTIC, WHITE, SOLID, 6"	\$ 3,971.97	\$397.20
711-16-201	0.1	GM	THERMOPLASTIC, YELLOW, SOLID, 6"	\$ 4,056.34	\$405.63
	2	EA	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	\$ 7,500.00	\$15,000.00
			SUBTOTAL		\$174,885.09
101-1	1	LS	MOBILIZATION		\$13,990.81
102-1	1	LS	MAINTENANCE OF TRAFFIC		\$17,488.51
			CONTINGENCY		\$17,488.51
			TOTAL CONSTRUCTION COSTS		\$223,852.91

(1) Unit Cost are based upon Florida Department of Transportation Item Average Unit Cost Area 08 From 03/01/2019 to 02/29/2020

14th Street Sidewalk





228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: D’Ariel Reed, CRA Project Manager
Through: Alis Drumgo, CRA Manager
Date: May 7, 2020
Re: Five Dolphin Enterprises, Inc. (d/b/a DouBakehouse)

I. Background:

In November 2012, the Lakeland Community Redevelopment Agency (CRA) purchased 830 North Massachusetts Avenue for \$1,337,000. The portion of the building that served as the Salvation Army Center of Hope contained a commercial hood which led staff to approach local food related businesses as potential tenants. At the September 3, 2015 meeting, the Board approved a 5-year lease with Five Dolphin Enterprises, Inc. d/b/a Your Pro Kitchen. In October 2017, Your Pro Kitchen was sold to new owners as legal and permissible in the lease.

The new owners, David Hernandez and Diana Cortes, moved to Florida six years ago. Diana was introduced to baking in Argentina during her pursuit of a professional culinary education. She attended Valencia College in Orlando to hone her craft. During this time, they began to rent at Your Pro Kitchen in Orlando by the hour. David and Diana, got their start delivering cookies out of a Honda Civic. Their commitment eventually led to the acquisition of both the Orlando and Lakeland franchises. At the Lakeland location, DouBakehouse, they now have 15 employees, some of which began as members of our Midtown CRA’s homeless population. She has hired several employees locally, participating in the transition program of the neighboring Talbot House. Some employees are now home owners. The couple’s current client list includes Walt Disney World, Hilton Hotels, Four Seasons Hotels, Gran Destino Tower, and various Disney Resorts Cruise Lines. The tenants have expressed the desire to expand their operations in Lakeland in order to continue to meet the client demands and have requested leasehold improvements while also pursuing a renewal of their lease which is scheduled to expire October 2021.

II. Leasehold Improvements

Staff has worked closely with the City’s Facilities Departments and Semco Construction to obtain cost estimates for the requested improvements. The CRA’s contribution to these leasehold improvements would be approximately \$1 for every \$12 the tenant spends. The CRA will cover the total cost of the leasehold improvements (\$123,043.05) upfront. The tenant’s contribution (\$113,723.80), will be reimbursed monthly (\$1,895.40) over the term of the lease. The repayment will be added to the base rent amount and included on the monthly invoice. All improvements, with the exception of the walk-in cooler and generator, will stay with the building should the lease be terminated. The leasehold improvements are expected to take 15-17 weeks to complete with the bulk of the timeframe being the order and delivery time on the generator. The leasehold improvements and lease renewal are sought during this down time to prevent future disruptions in production while securing the tenant’s long-term presence at the location.

Improvement	Cost	Responsibility
FRP panel installation where spills/splashes may occur	\$5,460	CRA
Transition guard installation at all kitchen doorways	\$750	CRA
Restroom door modifications to meet ADA requirements	\$3,109.25	CRA
Convert unused restroom into storage	\$12,025	Tenant
Walk-in freezer installation in one of the office spaces Room prep for install and wrap-up after installation	\$26,777.17 (Freezer) \$16,671.63 (Room Prep)	Tenant
Generator and installation	\$18,275 (Generator) \$39,975 (Installation)	Tenant
TOTAL	\$113,723.80 \$9,319.25	Tenant CRA

III. Lease Renewal

Under the current lease terms, the monthly base rent for the 4,500 square foot commercial kitchen is \$2,187.50. The tenant is also responsible for additional monthly expense including management fees, property/sale’s taxes and utilities which equals an approximate monthly payment of \$4,086.52. This monthly total does vary slightly based on the tenant’s portion of the monthly Electric bill. Per the lease, the renewal rent shall be ninety-five percent (95%) of the market rate or the rent for the initial term, whichever is greater. Staff contracted with a local Appraiser to determine the market rates for all tenants based on similar uses in the Lakeland area. It was determined that the triple net market rate for a commercial kitchen in Lakeland is \$15.00 per square foot with a 3% annual escalation. In accordance with these results, the monthly payment would increase to \$8,365.39 for year one. After reviewing the market rates of each tenant in comparison with the actual rents paid, this tenant is the only one currently paying over 60% of market rent. Our remaining tenants range from 21.28% to 40.89% of market rent. Given the proposed tenant improvements and history of payments at a higher rate than other CRA tenants, Staff recommends the triple net renewal rate of \$5,263.83 for year one, which is 60.88% of the market rent.

IV. Board Consideration:

At the Board's discretion, to consider approving the requested improvements and lease renewal terms.

V. Attachments

- Leasehold Improvement Quotes
- Market Rate Study
- Renewal Lease

PROPOSAL

April 16, 2020

Fiorella Hall
City of Lakeland
900 E. Rose St
Lakeland FL 33801
fiorella.hall@lakelandgov.net

RE: BAKERY RENOVATIONS FRP & THRESHOLDS

SEMCO Construction, Inc. proposes to provide all labor, materials, equipment, and supervision to complete the following work at 820 N Massachusetts, Lakeland.

Scope of Work: Bakery Renovations

- Furnish and install 4 thresholds to interior doorways.
- Ramp or drive over type.
- NOTE: This work requested by tenant direct, not broken out on worksheet.

LUMP SUM: \$750.00

Scope of Work: Install 20 sheets of FRP to walls in bakery.

- Furnish and install 20 sheets of FRP to walls in bakery.
 - Top of base to ceiling tile.

LUMP SUM: \$5,460.00

Clarifications:

- All equipment moved by others.
- All work done during normal business hours.
- No Permitting documents or cost included.
- Cost is good for 60 days from document date.
- Cost should not increase by 10%, unless Vendors and Suppliers raise their cost significantly due to shutdowns.
- There will be an odor from the materials used to attach FRP to existing wall.
- The adhesive order will be captured behind the FRP and is usually gone within 24 hours of last board installed.
- Not aware of any odorless adhesive that can be used on FRP.

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to call.

Submitted by:



Don Scott
Commercial Division Manager
20241

DETAILS FOR INVOICE						
DATE	March 12 2020					
PROJECT NAME	COL Bakery Renovations					
CONTRACTOR NAME	SEMCO Construction, Inc.					
			NOT TO EXCEED ESTIMATE		ACTUAL EXPENDITURES	
			NUMBER OF	EXTENDED	NUMBER OF	EXTENDED
A	LABOR COSTS BY TRADE:	HOURLY RATE	HOURS	COST	HOURS	COST
	GENERAL CONTRACTOR:					
	PROJECT MANAGER	\$ 55.00	10	\$ 550.00		\$ -
	LABORER	\$ 37.00		\$ -		\$ -
	WELDING:					
	MILLWRIGHT/WELDER	\$ 46.00		\$ -		\$ -
	PLUMBING:					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	LICENSED PLUMBER					
	ELECTRICAL:					
	ELECTRIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	ROOFING:					
	SUPERVISOR					
	EMERGENCY TEAM					
	LABORER	\$ 36.00		\$ -		\$ -
	PAINTING:					
	PAINTER	\$ 36.00		\$ -		\$ -
	FLOORING:					
	INSTALLER	\$ 36.00		\$ -		\$ -
	HVAC:					
	SERVICE TECHNICIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	TOTAL LABOR		10	\$ 550.00	0	\$ -
B	MATERIAL LIST			EST. COST		ACT COST
	FRP			\$ 2,400.00		\$ -
	TOTAL MATERIAL COSTS			\$ 2,400.00		\$ -
C	EQUIPMENT			EST. COST		ACT COST
			Welder \$95/day			\$ -
	TOTAL EQUIPMENT COSTS			\$ -		\$ -
D	SUBCONTRACTS			EST. COST		ACT COST
	Vazquez Construction			\$ 2,000.00		\$ -
	TOTAL SUBCONTRACT COSTS			\$ 2,000.00		\$ -
	TOTAL PROJECT COST:					
	LABOR			\$ 550.00		\$ -
	MATERIAL			\$ 2,400.00		\$ -
	MATERIAL MARK UP %	15%		\$ 360.00		\$ -
	EQUIPMENT			\$ -		\$ -
	EQUIPMENT MARK UP %	15%		\$ -		\$ -
	SUBCONTRACTS			\$ 2,000.00		\$ -
	SUBCONTRACTS MARK UP %	7.5%		\$ 150.00		\$ -
	TOTAL COSTS			\$ 5,460.00		\$ -

RE: BAKERY ADA BATHROOM RENOVATIONS

SEMCO Construction, Inc. proposes to provide all labor, materials, equipment, and supervision to complete the following work at 820 N Massachusetts, Lakeland.

Scope of Work: Modify (1) Bathroom Door (No Electrical)

- Remove existing door in one bathroom.
- Create opening to accept 3-0 x 6-8 hollow metal jamb and solid wood door.
- Install new hollow metal jamb and door.
 - Match color of stain as close as possible.
 - Cut tile on vertical line and butt up to new jamb.
 - Repair drywall on outside of jamb as needed.
 - Paint one side of hallway corner to corner.
 - Paint new jamb.
 - Fill in space on floor with material, closest match as possible.
 - City may have a piece of tile on hand.
- Reuse hinges, lock, and closure.

LUMP SUM: \$3,109.25

Scope of Work: Modify (1) Bathroom Door (With Electrical)

- Remove existing door in one bathroom. Create opening to accept 3-0 x 6-8 hollow metal jamb and solid wood door.
- Install new hollow metal jamb and door.
 - Match color of stain as close as possible.
 - Cut tile on vertical line and butt up to new jamb.
 - Repair drywall on outside of jamb as needed.
 - Paint one side of hallway corner to corner.
 - Paint new jamb.
 - Fill in space on floor with material, closest match as possible.
 - City may have a piece of tile on hand.
- Move electrical box and switch/time over in tile wall.
- Reuse hinges, lock, and closure.

LUMP SUM: \$3,790.75

Clarifications:

- All work done during normal business hours.
- No permitting documents or cost included.

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to call.

Submitted by:



Don Scott
Commercial Division Manager

20244

DETAILS FOR INVOICE						
DATE	03/17/20					
PROJECT NAME	COL Bakery ADA Bathroom Door Upgrade with Electrical					
CONTRACTOR NAME	SEMCO Construction, Inc.					
			NOT TO EXCEED ESTIMATE		ACTUAL EXPENDITURES	
			NUMBER OF	EXTENDED	NUMBER OF	EXTENDED
A	<u>LABOR COSTS BY TRADE:</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>COST</u>	<u>HOURS</u>	<u>COST</u>
	GENERAL CONTRACTOR:					
	PROJECT MANAGER	\$ 55.00	4	\$ 220.00		\$ -
	LABORER	\$ 37.00	40	\$ 1,480.00		\$ -
	WELDING:					
	MILLWRIGHT/WELDER	\$ 46.00		\$ -		\$ -
	PLUMBING:					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	LICENSED PLUMBER					
	ELECTRICAL:					
	ELECTRIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	ROOFING:					
	SUPERVISOR					
	EMERGENCY TEAM					
	LABORER	\$ 36.00		\$ -		\$ -
	PAINTING:					
	PAINTER	\$ 36.00	12	\$ 432.00		\$ -
	FLOORING:					
	INSTALLER	\$ 36.00		\$ -		\$ -
	HVAC:					
	SERVICE TECHNICIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	TOTAL LABOR		56	\$ 2,132.00	0	\$ -
B	<u>MATERIAL LIST</u>			<u>EST. COST</u>		<u>ACT COST</u>
	door and jamb			\$ 975.00		\$ -
	TOTAL MATERIAL COSTS			\$ 975.00		\$ -
C	<u>EQUIPMENT</u>			<u>EST. COST</u>		<u>ACT COST</u>
			Welder \$95/day			\$ -
	TOTAL EQUIPMENT COSTS			\$ -		\$ -
D	<u>SUBCONTRACTS</u>			<u>EST. COST</u>		<u>ACT COST</u>
	Crown Electric			\$ 500.00		\$ -
	TOTAL SUBCONTRACT COSTS			\$ 500.00		\$ -
	TOTAL PROJECT COST:					
	LABOR			\$ 2,132.00		\$ -
	MATERIAL			\$ 975.00		\$ -
	MATERIAL MARK UP %		15%	\$ 146.25		\$ -
	EQUIPMENT			\$ -		\$ -
	EQUIPMENT MARK UP %		15%	\$ -		\$ -
	SUBCONTRACTS			\$ 500.00		\$ -
	SUBCONTRACTS MARK UP %		7.5%	\$ 37.50		\$ -
	TOTAL COSTS			\$ 3,790.75		\$ -

DETAILS FOR INVOICE						
DATE	03/17/20					
PROJECT NAME	COL Bakery ADA One Bathroom Door Upgrade (no electric)					
CONTRACTOR NAME	SEMCO Construction, Inc.					
			NOT TO EXCEED ESTIMATE		ACTUAL EXPENDITURES	
			NUMBER OF	EXTENDED	NUMBER OF	EXTENDED
A	LABOR COSTS BY TRADE:	HOURLY RATE	HOURS	COST	HOURS	COST
	GENERAL CONTRACTOR:					
	PROJECT MANAGER	\$ 55.00	4	\$ 220.00		\$ -
	LABORER	\$ 37.00	40	\$ 1,480.00		\$ -
	WELDING:					
	MILLWRIGHT/WELDER	\$ 46.00		\$ -		\$ -
	PLUMBING:					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	LICENSED PLUMBER					
	ELECTRICAL:					
	ELECTRIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	ROOFING:					
	SUPERVISOR					
	EMERGENCY TEAM					
	LABORER	\$ 36.00		\$ -		\$ -
	PAINTING:					
	PAINTER	\$ 36.00	8	\$ 288.00		\$ -
	FLOORING:					
	INSTALLER	\$ 36.00		\$ -		\$ -
	HVAC:					
	SERVICE TECHNICIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	TOTAL LABOR		52	\$ 1,988.00	0	\$ -
B	MATERIAL LIST			EST. COST		ACT COST
	door and jamb			\$ 975.00		\$ -
	TOTAL MATERIAL COSTS			\$ 975.00		\$ -
C	EQUIPMENT			EST. COST		ACT COST
			Welder \$95/day			\$ -
	TOTAL EQUIPMENT COSTS			\$ -		\$ -
D	SUBCONTRACTS			EST. COST		ACT COST
						\$ -
	TOTAL SUBCONTRACT COSTS			\$ -		\$ -
	TOTAL PROJECT COST:					
	LABOR			\$ 1,988.00		\$ -
	MATERIAL			\$ 975.00		\$ -
	MATERIAL MARK UP %	15%		\$ 146.25		\$ -
	EQUIPMENT			\$ -		\$ -
	EQUIPMENT MARK UP %	15%		\$ -		\$ -
	SUBCONTRACTS			\$ -		\$ -
	SUBCONTRACTS MARK UP %	7.5%		\$ -		\$ -
	TOTAL COSTS			\$ 3,109.25		\$ -

PROPOSAL

April 13, 2020

Fiorella Hall
Christopher Kelsey
City of Lakeland
501 East Lemon St
Lakeland FL 33801
fiorella.hall@lakelandgov.net; christopher.kelsey@lakelandgov.net

RE: BAKERY-BATHROOM TO STORAGE ROOM

SEMCO Construction, Inc. proposes to provide all labor, materials, equipment, and supervision to complete the following 820 North Massachusetts Ave Lakeland FL:

Scope of Work: Renovate Bathroom into Storage Room

- Demo all tile on walls and floor.
- Cut concrete slab out and repour flat.
- Remove plumbing fixtures and trim.
 - Cap off in walls.
 - Patch wall when necessary.
- Paint walls only.
- All work done Monday thru Friday normal business hours.
- Price good for 60 days from April 14th.
- Price not to exceed 10% if completed before December 31, 2020 AND vendors and suppliers don't go crazy trying to recoup losses due to shut down.
- NO electrical, HVAC, and/or Fire suppression included.

LUMP SUM: \$12,025.00

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to call.

Submitted by:



Don Scott
Commercial Division Manager
20254

DETAILS FOR INVOICE						
	DATE	04/16/20	BUDGET			
	PROJECT NAME	COL Bakery Storage Room Renovations				
	CONTRACTOR NAME	SEMCO Construction, Inc.				
			NOT TO EXCEED ESTIMATE		ACTUAL EXPENDITURES	
			NUMBER OF	EXTENDED	NUMBER OF	EXTENDED
A	LABOR COSTS BY TRADE:	HOURLY RATE	HOURS	COST	HOURS	COST
	GENERAL CONTRACTOR:					
	PROJECT MANAGER	\$ 55.00	18	\$ 990.00		\$ -
	LABORER	\$ 37.00	132	\$ 4,884.00		\$ -
	WELDING:					
	MILLWRIGHT/WELDER	\$ 46.00		\$ -		\$ -
	PLUMBING:					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	LICENSED PLUMBER					
	ELECTRICAL:					
	ELECTRIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	ROOFING:					
	SUPERVISOR					
	EMERGENCY TEAM					
	LABORER	\$ 36.00		\$ -		\$ -
	PAINTING:					
	PAINTER	\$ 36.00	16	\$ 576.00		\$ -
	FLOORING:					
	INSTALLER	\$ 36.00		\$ -		\$ -
	HVAC:					
	SERVICE TECHNICIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	TOTAL LABOR		166	\$ 6,450.00	0	\$ -
B	MATERIAL LIST			EST. COST		ACT COST
	concrete			\$ 545.00		\$ -
	paint			\$ 150.00		
	TOTAL MATERIAL COSTS			\$ 695.00		\$ -
C	EQUIPMENT			EST. COST		ACT COST
			Welder \$95/day			\$ -
	Dump Trailer			\$ 103.91		
	Concrete Pump			\$ 450.00		
	TOTAL EQUIPMENT COSTS			\$ 553.91		\$ -
D	SUBCONTRACTS			EST. COST		ACT COST
	Lawrence Plumbing			\$ 1,600.00		\$ -
	Vazquez Construction			\$ 1,500.00		
	Concrete Finishers			\$ 750.00		
	TOTAL SUBCONTRACT COSTS			\$ 3,850.00		\$ -
	TOTAL PROJECT COST:					
	LABOR			\$ 6,450.00		\$ -
	MATERIAL			\$ 695.00		\$ -
	MATERIAL MARK UP %	15%		\$ 104.25		\$ -
	EQUIPMENT			\$ 553.91		\$ -
	EQUIPMENT MARK UP %	15%		\$ 83.09		\$ -
	SUBCONTRACTS			\$ 3,850.00		\$ -
	SUBCONTRACTS MARK UP %	7.5%		\$ 288.75		\$ -
	TOTAL COSTS			\$ 12,025.00		\$ -



Quote

03/05/2020

3310 Reynolds Road
Lakeland, FL 33803

Phone: 800-329-4314
Fax: 863-665-6496

Project:
CITY OF LAKELAND-DOU
BAKEHOUSE
WITH COATED EVAPORATOR

From:
Central Food Equipment
Rebecca LOVINS
3310 Reynolds Rd.
Lakeland, FL 33803-7325
863-665-4314 302
(863)665-4314 310 (Contact)

Job Reference Number: 4006 BL

I AM PLEASED TO QUOTE YOU THE FOLLOWING

*All Special Order items require a 50% deposit; remaining balance is due upon delivery or pick up.

*Customers who are new or unestablished may require full payment at time of placing an order.

*New or remodel equipment projects require 50% deposit, another 40% is due in 30 days, final balance is due upon delivery.

*Drop Ship orders require payment in full when order is placed.

Quotes good for 30 days only

Item	Qty	Description	Sell	Sell Total
1	1 ea	WALK IN FREEZER American Panel Corporation Model No. CUSTOM WALK IN FREEZER WALK IN FREEZER, EXTERIOR DIMENSIONS: 8' 2.75" X 10' 7.5" X 9' HIGH. With Floor per specs. REMOTE REFRIGERATION PACKAGE MOUNTING ON ROOF. SEE SPECS FOR DETAIL OF BOX:	\$17,775.86	\$17,775.86
2	1 ea	INSTALLATION OF BOX Custom Model No. INSTALLATION INSTALLATION OF BOX BY SOUTHERN REFRIGERATION INSTALLER'S QUOTE INCLUDES PROVIDING THE CRANE TO GET CONDENSERS ON ROOF, PENETRATION BY GENERAL CONTRACTOR'S ROOFING CONSTRUCTOR, INSTALLATION INCLUDES ERECTING BOX, PULLING PERMITS FOR BOX, HANGING CONDENSERS AND RUNNING DRAIN LINE AND COPPER LINES	\$6,600.00	\$6,600.00

Item	Qty	Description	Sell	Sell Total
		TO BOX.		
		ELECTRICAL TO BOX TO BE PROVIDED BY GENERAL CONTRACTOR.		

Merchandise	\$24,375.86
Freight	\$695.00
Tax 7%	\$1,706.31
Total	\$26,777.17

Shipping is additional unless noted. Shipping cost are estimated.
 Set in place of equipment includes: un crating, assembly and moving equipment to final location ready for connections by others. all openings and hallways must be of proper size to accommodate equipment. all electrical, plumbing, and gas connections are by others.
 Wall mounted equipment hung by others. Any damaged or missing items must be noted on bill of lading and reported immediately.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$26,777.17



American Panel Corporation
 5800 S.E. 78th Street Ocala, FL 34472-3412
Phone: (352) 245-7055 **Toll Free:** (800) 327-3015
Fax: (352) 245-0726
Website: <http://www.americanpanel.com>

Date: 4/1/2020 - Revision #1

Quote #: 191001

<p>To: CENTRAL FOOD EQUIPMENT, INC. 3310 REYNOLDS ROAD LAKELAND FL 33801 Attn: Becky Lovins Email: Becky@centralfoodequipment.com Phone: 863-665-4314 Fax: 863-665-6496</p>	<p>Project: Dou Baké House Location: Lakeland FL Item: Quoted By: Megan West, Sales Associate Email: megan@americanpanel.com Mkt. Agent: 19 JD</p>
---	--

Walk-In Details - Single Compartment Rectangular Walk-In

<p>Actual Exterior Dimensions 8'-2.75" X 10'-7.5" X 9'-0" high</p> <p>Floor Configuration Foamed-in-Place 4" Urethane floor panels</p> <p>Metal Finishes Exposed Exterior: 26 ga. stucco acrylume Interior Walls: 20 ga. USDA white smooth galv. steel All panels are NSF 4" foamed-in-place urethane, UL classified with flame spread rating of 20.</p>	<p>Temperature -10° F Freezer</p> <p>Finish .125 Smooth Aluminum</p> <p>Unexposed Exterior: 26 ga. stucco acrylume Interior Ceiling: 20 ga. USDA white smooth galv. steel</p>
--	--

Door Details

Hinged Walk-In Door(s)

<u>Qty.</u>	<u>Description</u>
1	34" X 77" flush mount magnetic infitting door with cam-rise hinges, padlockable deadbolt handle (exterior doors only), door closer, brushed hardware, fully programmable Intelligent Controller (IC) featuring audio/visual temperature alarm with digital thermometer, high & low set points, energy saving door frame heater wire, vapor proof light & switch with pilot light.

Walk-In Accessories

<u>Qty.</u>	<u>Description</u>
1	Heated Pressure Relief Vent, Model 1825 (3" diam.), 120 volt
1	3/4" Plywood Underlayment in Floor Panel (not available with 2" floors)
1	Vision Window, 14" x 14" heated
2	Door Kickplate, 1/10" aluminum treadplate, 36" High, <37" Door
1	25 ft. extended probe for IC/IC+
1	LED Light Fixture, Cooler & Freezer, 48" 2-lamp (-40°F or higher operating temp.)
1	(3) Spring-Loaded Hinges per Door
3	Trim Strips, 3" x 3", to match exterior box finish
1	Floor Ramp, Interior (24" deep) for up to 42" door
1	Flex. Strip Curtain, up to 36" x 77" Opening
1	Bronz Glow for LET075 Evaporator (Extended lead times)

Refrigeration Design Criteria

<p>Walk-In Location: Indoors Ambient Temp: 90° F Walk-In Temp: -10° F Freezer Walk-In Heatload: 5,833 BTUH</p>	<p>Cond. Unit Location: Outdoors Ambient Temp: 95° F System Capacity: 6,618 BTUH <i>Located at altitude 220 ft., above sea level</i></p>
---	--

Refrigeration

<u>Qty.</u>	<u>Description</u>	<u>Temp.</u>	<u>Electrical</u>
1	2.50 HP hermetic air cooled refrigeration system Includes standard QRC evaporator coil Includes 5-Year Compressor Warranty Condensing Unit Model #: AVA2510ZXTXC(2C2117-1) Evaporator Model #: LET075	-10° F Freezer	208/230/60/3 Amp Draw: 13.7A(Each) Amp Draw: 1.4 A(Fans) / 8.2 A(Htr), (Each)

Refrigeration cont'd

APC Quote #: 191001

Quoting a "Pre-Assembled Remote" refrigeration system. All controls are factory mounted. Refrigeration lines and refrigerant by others. Labor warranty provided by others. System to use R448a.

Refrigeration Accessories

Qty.	Description
1	U.L. Listed Outdoor Weather Cover (hinged)
1	Aluma Stand
1	Winterization Controls, Package
1	One-year Labor Warranty on Pre-Assemb. Remote Refrig. Systems

Total Prices - F.O.B. Factory, Ocala, FL

	<u>Price</u>	<u>Weight</u>
Pricing is good for orders placed by 5/31/2020 for shipment by 8/29/2020		
Walk-In Sub-Total:		2260
Refrigeration Sub-Total:		213
Equipment Total:		2473
<p><i>Estimated S & H (by others) to Lakeland FL (Includes fuel surcharge):</i> Carrier Quoted/Est. Ship Time (Days): UPS Freight/1</p>		
<p>Note: Freight cost is the best estimate at time of quotation. Due to the high volatility in fuel prices, fuel surcharges are subject to significant changes. The actual freight charge at time of shipment could be different than this current freight estimate. Please advise all interested parties of this fact, and be aware that American Panel is not responsible for any differences between freight estimates and actual costs.</p>		

Optional Accessories (Consult factory for freight costs)

<u>Walk-In Accessories</u>		<u>Price</u>	<u>Weight</u>
Qty.	Description		
1	Non-Skid Strips for floor, in aisles only	<i>Not Included</i>	

Comments

- 1.) Refrigeration calculated for holding application, advise if any product load.
- 2.) Verify condensing unit available electrical voltage and phase.
- 3.) If product is not packaged, contact factory for revised quote to include coated evaporator.
- 4.) If non-skid strips are required, see add-on above.
- 5.) Quoting APC standard dimensions; verify all.

This is a firm quotation, subject to acceptance within sixty days and upon conditions on reverse side. Stenographic and clerical errors will be subject to correction. This price does not include electrical or plumbing hook-ups or State, Federal or local taxes which, if applicable, purchaser agrees to pay. See reverse side for further ordering considerations.

The undersigned accepts this proposal as owner or agent and agrees to pay for said work promptly upon completion of same as herein specified. Interest charges of 1.5% per month (18% per annum) will be added to overdue accounts.

Purchaser

Date

Megan West, Sales Associate
American Panel Corporation

Title

~SPECIFICATIONS~
 FREEZER - 9'-0" OVERALL (6'-4 1/4" INTERIOR)

BOX HEIGHT: FREEZER - 9'-0" OVERALL (6'-4 1/4" INTERIOR)

CONSTRUCTION: FROZEN IN PLACE

INSULATION: NSF LISTED, STANDARD NO. 7

INSULATION: 4" URETHANE FINISHED PANEL

INSULATION: UL CLASSIFIED FLAME SPREAD 20

INSULATION: CORE SMOKE DEVELOPED 250

INSTALLATION: INDOOR

FLOOR: (SEE BEAMS)

FREEZER - STANDARD W/ INTERIOR RAMP & 3/4" PLYWOOD REINFORCEMENT

DOOR HARDWARE & ACCESSORIES: EACH DOOR

DEADBOLT HANDLE, W/ KEYS, CYLINDER LOCK, PADLOCK

PROVISION & QUARTER TURN INSIDE RELEASE (EXTERIOR DOOR ONLY)

HYDRAULIC DOOR CLOSER

IC WALK-IN DOOR CONTROLLER AND ALARM SYSTEM INCLUDING:

HIGH AND LOW TEMPERATURE ALARM WITH INTEGRATED BUZZER

25' AIR TEMPERATURE PROBE

INTEGRATED LIGHT SWITCH WITH AUTOMATIC LIGHT OFF

CONNECTION TO REMOTE LIGHT SWITCH

ADAPTIVE SETTINGS

ADAPTIVE SETTINGS

KASON SCREW-IN VARIOUS PROOF LIGHT FIXTURE

W/ 8.5 WATT SYLVANIA LED BULB & GLOBE

STRIP CURTAIN

3" SPRING OPADED HINGES

3/16" ROUND ALUMINUM TREAD PLATE ROGPLATES @ 36" HIGH 1/5 & 0/5 DOOR

KASON #1825 PRESSURE RELIEF VENT

HEATED VISION WINDOW (14" x 14")

ACCESSORIES: 1 - 48" (1810LE) LED LIGHT FIXTURE(S) @ 40w EACH

ACCESSORIES: 3 - PCS TRIM ANGLE

METAL FINISHES:

INTERIOR WALLS & CEILING - 20 GA. USA WHITE SMOOTH ALUMINUM

EXPOSED EXTERIOR - 20 GA STUCCO ACRYLUM

EXTERIOR FLOOR & CEILING - 26 GA STUCCO ACRYLUM

INTERIOR FLOOR - 175 SMOOTH ALUMINUM

REFRIGERATION: U.L. LISTED, AIR COOLED, OUTDOORS

CONDENSING UNIT: 1 - STD. PRE-ASSEM. REMOTE, 2.50 HP HERMETIC,

MODEL NO. AW3515Z24C22117-1 (R4480)

EVAPORATOR: 1 - MODEL NO. LET075 W/ BRONZ G.O.N. E.C. MOTORS, & QRC

REFRIGERATION ACCESSORIES: 1 - WINTERIZATION CONTROLS

ACCESSORIES: 1 - U.L. COVER

ACCESSORIES: 1 - ALUMINUM STAND (H00318)

NOTE: THE LARGEST WALK-IN PANEL ON THIS JOB IS 56" x 98"

CUSTOMER IS TO VERIFY THAT THIS PANEL SIZE

WILL NOT CONFLICT WITH ANY SITE RESTRICTIONS.

NOTE: CUSTOMER IS TO VERIFY ALL DIMENSIONS,

SECTIONS, DETAILS AND SPECIFICATIONS

ELECTRICAL DATA

POINT OF ELECTRICAL CONNECTIONS:

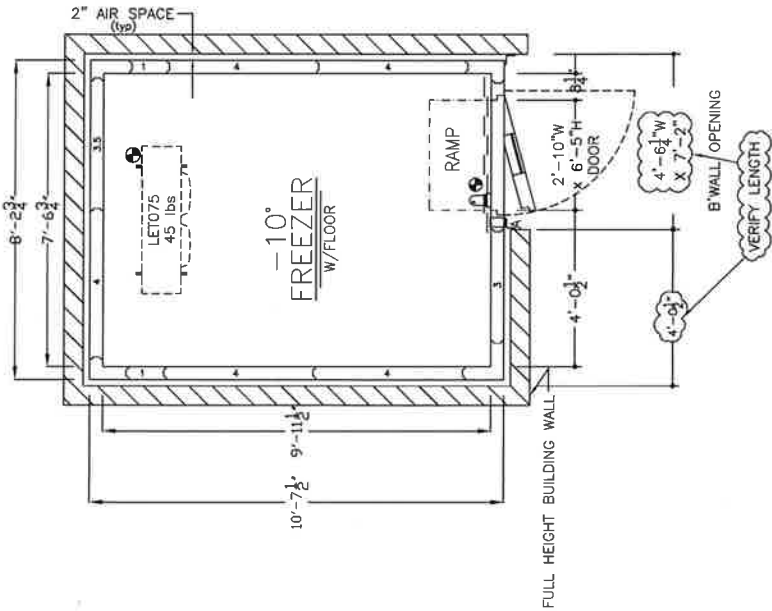
FREEZER

CONDENSING UNIT: 208-230V/60/2# 13.7 UNIT AMPACITY

EVAPORATOR: 208-230V/60/1# 1.4/8.2 AMPS

WALK-IN DOORS: 115V/1# - 350w*

NOTE: ADD WATTAGE FOR EACH ADDITIONAL LIGHT FIXTURE IN ACCESSORIES



FREEZER DOOR	2.016
DOOR FRAME KWH/DAY	2.016

INSULATION R-VALUES	
PANEL TYPE	COOLER / FREEZER
4" WALLS, ROOFS & DOORS	R-29 R-32
5" WALLS, ROOFS & DOORS	R-36 R-40
FLOORS	R-25 R-28

APPROVED SIGNATURE _____
 APPROVED AS NOTED PRINT NAME _____
 REVISE & RESUBMIT DATE _____

- Please verify that door swing and location are correct.
- If this walk-in is to be installed in a depression, or quarry tile is to be applied to the interior, depression depths or tile thickness must be specified to insure proper door height.
- All site preparation, floor or slab construction, plumbing, electrical connections (including control wiring) by others.
- Electrical: 115-60-1 required above latch side of each door, through ceiling, to operate frame heater and light.

Special note to General Contractor and his Sub Contractor for quarry tile or concrete wearing floors: the sheet metal panel facings may be susceptible to staining due to excessive moisture created by hydration of concrete type materials. Therefore, it is absolutely necessary that each room be properly ventilated. Also note that special precautions must be taken when using muriatic acid due to effects hydrochloric acid fumes have on aluminum and stainless steel.

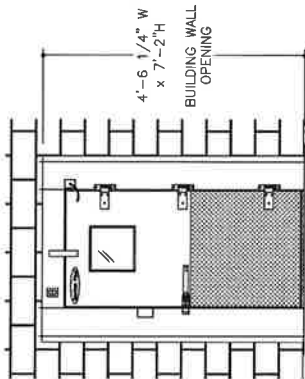
This drawing and information contained herein are the exclusive property of American Panel Corporation. It shall be returned to American Panel Corporation upon demand and shall not be reproduced in whole or part, disclosed to anyone else, or used without the written consent of American Panel Corporation.



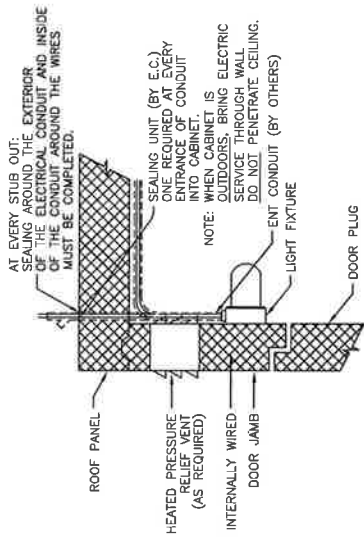
REV A - 4/01/2020: ADDED BRONZ GLOW TO EVAPORATOR MW

American Panel
 AMERICAN PANEL CORPORATION
 5800 S.E. 78th St. Ocala, Florida 34472
 Ph. (352) 245-7055 Fax (352) 245-0726

CUSTOMER: CENTRAL FOOD EQUIPMENT, INC.
 PROJECT: DOU BAKE HOUSE - LAKELAND, FL.
 DATE: 04/01/20 DRAWN BY: P.O.P.
 SCALE: 1/8" = 1'-0" TYPICAL
 SHEET: 1 of 2

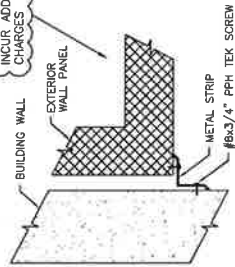


FREEZER DOOR ELEVATION

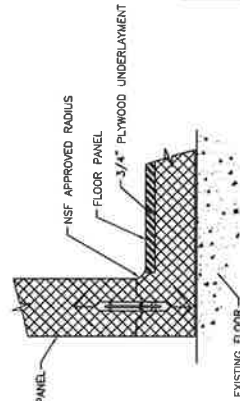


DOOR ELECTRICAL CONNECTION

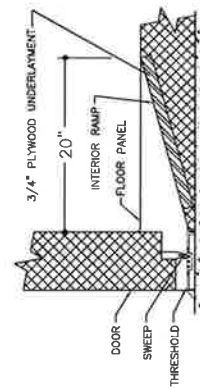
IF NOT VERIFIED TRIM ANGLE WILL BE BACK ORDERED, WHICH WILL INCUR ADDITIONAL FREIGHT CHARGES



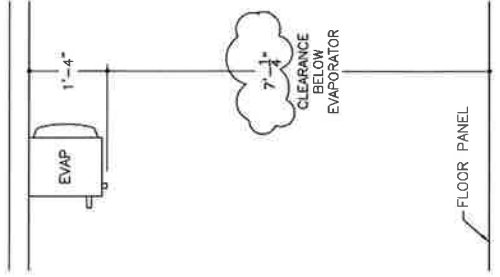
TRIM ANGLE
DETAIL #2



SECTION K - K



SECTION E - E



SECTION AT EVAPORATOR
FLOOR

REV A - 4/01/2020: ADDED BRN2 GLOW TO EVAPORATOR MW

AMERICAN PANEL CORPORATION
5800 S.E. 78th St. Ocala, Florida 34472
Ph. (352) 245-7055 Fax (352) 245-0726

CUSTOMER: CENTRAL FOOD EQUIPMENT, INC
PROJECT: DOU BAKE HOUSE - LAKELAND, FL
DATE: 04/01/20 MW P.O.#:
SCALE: 3/8"=1'-0" PROPOSAL#:
JOB#:

SHEET
2 of 2

- APPROVED
- APPROVED AS NOTED
- REVISE & RESUBMIT
- SIGNATURE _____
- PRINT NAME _____
- DATE _____

PROPOSAL

April 8, 2020

Fiorella Hall
Christopher Kelsey
City of Lakeland
501 East Lemon St
Lakeland FL 33801

fiorella.hall@lakelandgov.net; christopher.kelsey@lakelandgov.net

RE: BAKERY- WALK-IN FREEZER

SEMCO Construction, Inc. proposes to provide all labor, materials, equipment, and supervision to complete the following scope of work at 820 North Massachusetts Ave, Lakeland:

Scope of Work: Walk-in Freezer

- Cut out hole in wall for freezer door.
 - Size provided by Vendor.
 - Opening trimmed out by others.
- Remove VCT and glue.
- Install 30# felt to floor, no adhesion.
- No leveling of floor included.
- Provide electric for freezer and cooling components.
- Provide and install curb to set roof mounted component,
 - Engineering for tie down provided.
- All freezer equipment and components installed by others.
- SEMCO not responsible for any changes to structure, damages, repair of either caused by freezer installer.
 - Freezer install is not part of my scope of work.
 - No warranty is implied by SEMCO for freezer components.
- This quote is only good for 60 days.
- All work done Monday thru Friday normal business hours.

LUMP SUM: \$16,671.63

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to call.

Submitted by:



Don Scott
Commercial Division Manager
20262

DETAILS FOR INVOICE						
DATE	April 8 2020					
PROJECT NAME	COL Bakery Walkin Freezer					
CONTRACTOR NAME	SEMCO Construction, Inc.					
			NOT TO EXCEED ESTIMATE		ACTUAL EXPENDITURES	
			NUMBER OF	EXTENDED	NUMBER OF	EXTENDED
A	<u>LABOR COSTS BY TRADE:</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>COST</u>	<u>HOURS</u>	<u>COST</u>
	GENERAL CONTRACTOR:					
	PROJECT MANAGER	\$ 55.00	24	\$ 1,320.00		\$ -
	LABORER	\$ 37.00	64	\$ 2,368.00		\$ -
	WELDING:					
	MILLWRIGHT/WELDER	\$ 46.00		\$ -		\$ -
	PLUMBING:					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	LICENSED PLUMBER					
	ELECTRICAL:					
	ELECTRIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	ROOFING:					
	SUPERVISOR					
	EMERGENCY TEAM					
	LABORER	\$ 36.00		\$ -		\$ -
	PAINTING:					
	PAINTER	\$ 36.00		\$ -		\$ -
	FLOORING:					
	INSTALLER	\$ 36.00	8	\$ 288.00		\$ -
	HVAC:					
	SERVICE TECHNICIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	TOTAL LABOR		96	\$ 3,976.00	0	\$ -
B	<u>MATERIAL LIST</u>			<u>EST. COST</u>		<u>ACT COST</u>
	roof curb, framing drywall			\$ 400.00		\$ -
	TOTAL MATERIAL COSTS			\$ 400.00		\$ -
C	<u>EQUIPMENT</u>			<u>EST. COST</u>		<u>ACT COST</u>
	Dump Trailer		Welder \$95/day	\$ 100.00		\$ -
	TOTAL EQUIPMENT COSTS			\$ 100.00		\$ -
D	<u>SUBCONTRACTS</u>			<u>EST. COST</u>		<u>ACT COST</u>
	Crown Electric			\$ 6,000.00		\$ -
	Miken Fire			\$ 1,775.00		
	Structural Engineering (roof Mount Only)			\$ 1,000.00		
	Roofer			\$ 2,500.00		
	TOTAL SUBCONTRACT COSTS			\$ 11,275.00		\$ -
	TOTAL PROJECT COST:					
	LABOR			\$ 3,976.00		\$ -
	MATERIAL			\$ 400.00		\$ -
	MATERIAL MARK UP %		15%	\$ 60.00		\$ -
	EQUIPMENT			\$ 100.00		\$ -
	EQUIPMENT MARK UP %		15%	\$ 15.00		\$ -
	SUBCONTRACTS			\$ 11,275.00		\$ -
	SUBCONTRACTS MARK UP %		7.5%	\$ 845.63		\$ -
	TOTAL COSTS			\$ 51 16,671.63		\$ -

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107 FAX (863) 519-0109
WWW.MIDFLORIDADIESEL.COM

April 8, 2020

PROPOSAL For 20KW LP Gas Generator

City of Lakeland
Facilities Maintenance | Public Works

ATTN: Christopher Kelsey

Mid Florida Diesel submits the following proposal for the project: **Bakery**

Blue Star Power Systems MODEL: (Qty - 1) PS25-01 - 20 kWe

(Quote #: 04072020-JA)

GENERATOR: 20 kW
VOLTAGE: 208 volt Three-Phase
ENGINE: PSI 2.4L EPA 60 Hz LP Gas, 1800 RPM

Standard Features Included:

Microprocessor based, digital readout control system.
Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.
Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

Selected Model Features Included:

Isochronous Governor + / - .25%
UL2200
EPA Certified
130 Degree Temperature Rise

CONTROL PANEL:

DGC-2020 Control Panel (Expanded)

Blue Star DGC-2020 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent)

Included Accessories:

ENCLOSURE: Level 2 (Weather Proof Enclosure with Foam) Powder Coated Steel
Rugged and Durable 150 MPH Wind Rated Enclosure

Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail)

COOLING SYSTEM:

Unit Mounted Radiator

Accessories:

CIRCUIT BREAKERS:

30 Amp 3 Pole 480 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure (Qty: (1 per gen)
Circuit Breaker - UL listed and CSA certified.

Accessories:

BATTERY:

Lead Acid Battery

BLOCK HEATER: 1000 watt

Standard @ 20 F w/isolation valves
120v 1 phase,

VIBRATION ISOLATION:

Vibration Pads Isolator

BATTERY CHARGER:

12 volt 6 amp
Mounted and wired

Included Accessories:

MUFFLER:

Critical Grade Muffler –

Accessories:

Rain Cap

MISCELLANEOUS:

Certified Factory Test
Manual – Three (1) Instruction Manuals
2 Yr/2000 Hr Standby Limited Warranty
Test Acceptance Run by Factory Trained Representative (Start Up)

NOTES:

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will requote accordingly.
2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
3. Startup performed upon notification of completed installation by installing contractor.
4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price
6. EXCLUSIONS: Installation of any kind, Offloading of Generator, Placement of Generator on Pad, Fuel, Springs Isolator, Tank, Piping, and Insulation. We have not seen specs.
7. Start Up included in price
8. Freight Included. Off-loading of generator by others
9. Terms: TBD. No retain age without written pre-accepted agreement.

Proposal Summary:

Total Price: \$18,275.00
(Tax Not Included)

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 30 Day(s)
Delivery Notes: 12-14 Weeks

BY: *Joe Antonini*

Joe Antonini
General Manager
Mid Florida Diesel, Inc.

BLUE STAR

Power Systems Inc.

Gaseous Product Line

208-600 Volt

PS25-01

60 Hz / 1800 RPM

20 kWe

Standby

Ratings

	240V	208V	240V	480V	600V
Phase	1	3	3	3	3
PF	1.0	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60
Generator Model	283PSL1707	283PSL1706	283PSL1706	283PSL1706	283PSL5250
Connection	12 LEAD ZIG-ZAG	12 LEAD WYE	12 LEAD DELTA	12 LEAD WYE	4 LEAD WYE
Standby					
kWe Nat (LP)	20 (20)	20 (20)	20 (20)	20 (20)	20 (20)
AMPS Nat (LP)	83 (83)	69 (69)	60 (60)	30 (30)	24 (24)
Temp Rise	130°C / 27°C	130°C / 27°C	130°C / 27°C	130°C / 27°C	130°C / 27°C

Standard Equipment

Engine

- ▶ Radiator Cooled Unit Mounted (50°C)
- ▶ Blower Fan & Fan Drive
- ▶ Starter & Alternator
- ▶ Oil Pump & Filter
- ▶ Oil Drain Extension w/Valve
- ▶ Governor - Electronic Isochronous
- ▶ 12V Battery System & Cables
- ▶ Air Cleaner (Dry Single Stage)
- ▶ Flexible Fuel Connector
- ▶ EPA Certified

Listing Certifications

- ▶ UL 2200 Listed
- ▶ cUL Listed
- ▶ CSA Certified
- ▶ Seismic Certified to IBC 2018
- ▶ NFPA 110 Compliant

Generator

- ▶ Brushless Single Bearing
- ▶ Automatic Voltage Regulator
- ▶ ± 1% Voltage Regulation
- ▶ 4 Pole, Rotating Field
- ▶ 130°C Standby Temperature Rise
- ▶ 100% of Rated Load - One Step
- ▶ 5% Maximum Harmonic Content
- ▶ NEMA MG 1, IEEE and ANSI Standards Compliance for Temperature Rise

Additional

- ▶ Microprocessor Based Digital Control
- ▶ Interface Connection Box
- ▶ Control Panel Mounted in NEMA 12 Enclosure
- ▶ Base - Formed Steel
- ▶ Main Line Circuit Breaker Mounted & Wired
- ▶ Critical Grade Silencer Mounted
- ▶ Battery Charger 12V 6 Amp
- ▶ Jacket Water Heater -20°F 1000W 120V w/Isolation Valves
- ▶ Vibration Isolation Mounts
- ▶ Radiator Duct Flange (OPU Only)
- ▶ Single Source Supplier
- ▶ 2YR / 2000HR Standby Warranty
- ▶ Standard Colors - White / Tan / Gray

Application Data

Engine			
Manufacturer:	Power Solutions International	Displacement - Cu. In. (lit):	144 (2.40)
Model:	PSI 2.4L	Bore - in. (cm) x Stroke - in. (cm):	3.40 (8.64) x 3.93 (9.98)
Type:	4-Cycle	Compression Ratio:	9.50:1
Aspiration:	Natural	Rated RPM:	1800
Cylinder Arrangement:	4 Cylinder Inline	Max HP Stby (kWm):	46.5 (34.7)

Exhaust System	Standby
Gas Temp. (Stack): °F (°C)	1,350 (732)
Gas Volume at Stack Temp: CFM (m³/min)	248 (7.02)
Maximum Allowable Exhaust Restriction: in. H ₂ O (kPa)	40.8 (10.2)

Cooling System	
Ambient Capacity of Radiator: °F (°C)	122 (50.0)
Maximum Allowable Static Pressure on Rad. Exhaust: in. H ₂ O (kPa)	0.50 (0.12)
Water Pump Flow Rate: GPM (lit/min)	16.8 (63.6)
Heat Rejection to Coolant: BTUM (kW)	1,520 (26.6)
Heat Rejection to CAC: BTUM (kW)	N/A
Heat Radiated to Ambient: BTUM (kW)	326 (5.70)

Air Requirements	
Aspirating: CFM (m³/min)	74.4 (2.11)
Air Flow Required for Rad. Cooled Unit: CFM (m³/min)	4,752 (135)
Air Flow Required for Heat Exchanger/Rem. Rad. CFM (m³/min)	Consult Factory For Remote Cooled Applications

Fuel Consumption	Natural Gas	LP
At 100% of Power Rating: ft ³ /hr (m ³ /hr)	431 (12.2)	184 (5.21)
At 75% of Power Rating: ft ³ /hr (m ³ /hr)	339 (9.59)	140 (3.96)
At 50% of Power Rating: ft ³ /hr (m ³ /hr)	262 (7.41)	104 (2.94)
Fuel Inlet Size: NPT		0.75"
Fuel Pressure Required: in. H ₂ O (kPa)		7.00 (1.75) - 11.0 (2.75)

Fluids Capacity	
Total Oil System: gal (lit)	1.12 (4.25)
Engine Jacket Water Capacity: gal (lit)	1.00 (3.79)
System Coolant Capacity: gal (lit)	3.90 (14.8)

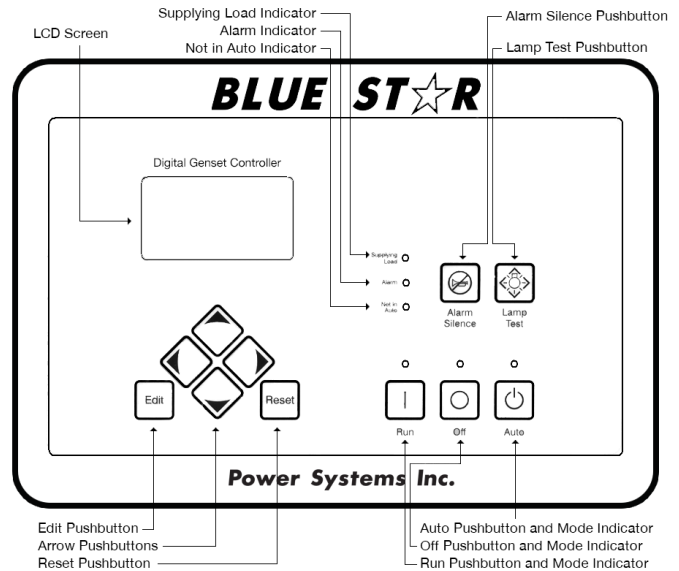
All calculations based on natural gas fuel.

Deration Factors: Temperature: Derate 1% Per 10°F Over 77°F Air Inlet Temperature | Altitude: Derate 3% Per 1,000 ft Over 328 ft

DGC-2020 Control Panel

Standard Features

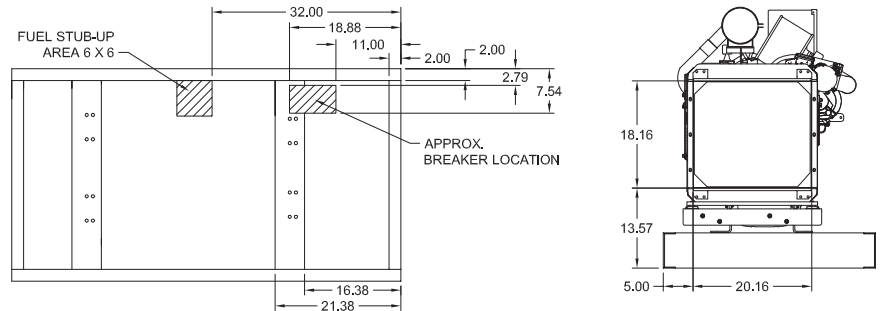
- ▶ Digital Metering
- ▶ Engine Parameters
- ▶ Generator Protection Functions
- ▶ Engine Protection
- ▶ CAN Bus ECU Communications
- ▶ Windows-Based Software
- ▶ Multilingual Capability
- ▶ Remote Communications to RDP-110 Remote Annunciator
- ▶ 16 Programmable Contact Inputs
- ▶ Up to 15 Contact Outputs (7 standard)
- ▶ UL Recognized, CSA Certified, CE Approved
- ▶ Event Recording
- ▶ IP 54 Front Panel Rating with Integrated Gasket
- ▶ NFPA 110 Level 1 Compatible



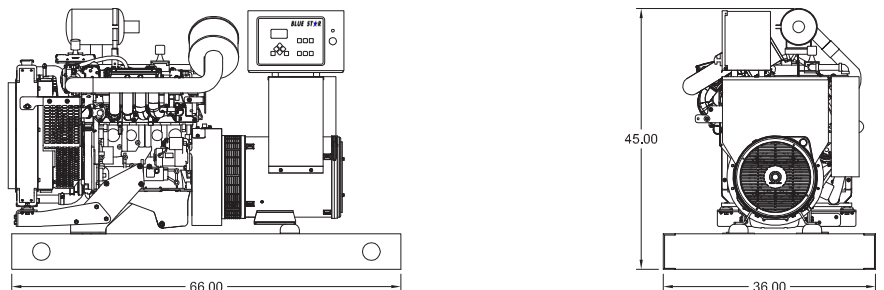
Weights / Dimensions / Sound Data

	L x W x H	Weight lbs
OPU	66 x 36 x 45 in	1,000
Level 1	80 x 36 x 54 in	1,325
Level 2	80 x 36 x 54 in	1,375
Level 3	104 x 36 x 48 in	1,500

Please allow 6-12 inches for height of exhaust stack.



	No Load	Full Load
OPU	73 dBA	75 dBA
Level 1	66 dBA	68 dBA
Level 2	64 dBA	66 dBA
Level 3	61 dBA	62 dBA



Drawings based on standard open power 480 volt standby generator. Lengths may vary with other voltages. Subject to change without notice. Sound data as measured at 23 feet (7 meters) in accordance with ISO 8528-10 at standby rating.

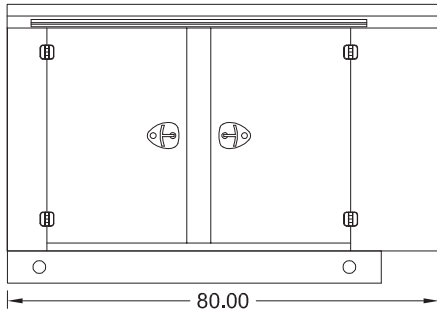
Gaseous Product Line

20 kWe

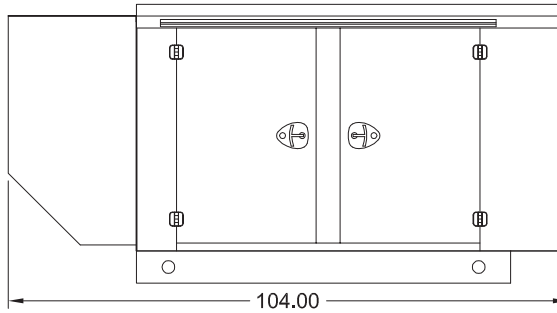


Enclosures

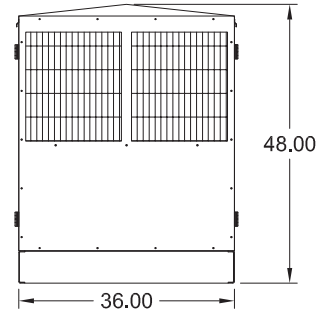
Level 1 & 2 | Side View (Weather Proof)



Level 3 | Side View (Sound Attenuated)



Level 1, 2 & 3 | Intake View



All enclosures are 150 MPH Wind Rated.

Level 2 & 3 enclosures include sound attenuation foam.

Level 3 enclosure includes frontal sound & exhaust hood.

*Enclosure height does not include exhaust stack.

All specification sheet dimensions are represented in inches.
Materials and specifications subject to change without notice.

American Owned



American Made

Distributed By:

Blue Star Power Systems, Inc.

52146 Ember Road

Lake Crystal, Minnesota 56055

Phone + 1 507 726 2508

bluestarps.com

quote.bluestarps.com

sales@bluestarps.com

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107 FAX (863) 519-0109
WWW.MIDFLORIDADIESEL.COM

April 9, 2020

PROPOSAL For **100 AMP Automatic Transfer Switch**

**City of Lakeland
Facilities Maintenance | Public Works**

ATTN: Christopher Kelsey

(Quote # 04092020-JA)

Mid Florida Diesel submits the following proposal for the project: Bakery

ASCO 300 Series AUTOMATIC TRANSFER SWITCH:

ASCO 300 G Series Poles: 3 100 amp Rated (Qty: 1)
208 Volts, Three-Phase
Open-transition
Solid Neutral
Withstand rating: 200,000 (With Current Limiting
Fuses), 42,000 (Specific Breaker), N/A (Any Breaker)
Test Switch
Manual Bypass of Transfer to Normal TD
ATS Switch Position Indicating Lights
Source Available Indicating Lights
Automatic Engine Exerciser with Load/No Load Selector Switch
ATS Position Indicating Contacts (1 Normal, 1 Emergency)
Provisions for Remote Transfer Contact (Peak Shaved) bypassed if Emergency Fails
In-Phase Monitor for Motor Load Control
Selective Load Disconnect
Provisions for Inhibiting Transfer to Emergency
Time Delay Momentary Outage Override (Normal)
Time Delay Momentary Outage Override (Emergency)
Time Delay Transfer to Emergency
Time Delay Re-transfer to Normal
Time Delay Engine Cool Down
WARRANTY - Two (2) Year Basic ATS Standby Limited Warranty
NEMA: 3R Steel Enclosure (Outdoor Mounting)
Accessories:
Deluxe Exerciser

MISCELLANEOUS:

Certified Factory Test
Manual – One (1) Instruction Manuals
2 Yr. Standby Limited Warranty
Test Acceptance Start-up by Factory Trained Representative (Start Up)

NOTES:

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will re-quote accordingly.
2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
3. Startup performed upon notification of completed installation by installing contractor.
4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price
6. EXCLUSIONS: Installation of any kind, Offloading of Generator, Placement of Generator on Pad, Fuel, Springs Isolator, Tank, Piping, and Insulation. We have not seen specs.
7. Start Up included in price
8. Freight included in the price. Off-loading of generator by others
9. Terms: Net 30 Day-- No retain age without written pre-accepted agreement.

Proposal Summary:

Total Price: \$1,890.00
(Tax Not Included)

Note

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 30 Day(s)
Delivery Notes: 4-6 Weeks

BY: *Joe Antonini*
Joe Antonini
Mid Florida Diesel, Inc.

BUDGET PROPOSAL

April 16, 2020

Fiorella Hall
City of Lakeland
900 E. Rose St
Lakeland FL 33801
fiorella.hall@lakelandgov.net
Christopher.Kelsy@lakelandgov.net

RE: BAKERY BACKUP GENERATOR

SEMCO Construction, Inc. proposes to provide all labor, materials, equipment, and supervision to complete the following work at 820 N Massachusetts, Lakeland.

Scope of Work: Generator Install

- Generator and initial start up and test by others. (Verify Vendor is doing the initial startup and test).
- Furnish equipment and labor to set Generator when delivered by others.
- Pour concrete pad for generator and fuel source. (fuel source and location unknown)
 - Cost includes conduit up to 100 feet from breaker panel.
- Provide electrical hookup, initial startup and test by Generator Vendor.
- Provide transfer switch and installation.
- Install fence around generator.
- Does not include any landscaping or lawn sprinkler work.
- Does not include a building to house the generator.
- Does not include any fire suppression work.
- Engineering included.
- Site plan provided by City before permitting application.
- Cost of permitting directly to City of Lakeland.

Clarifications:

- All work done during normal business hours.
- Generator Vendor to supply and deliver generator to job site.
- Crane provided by SEMCO to unload.
- Initial startup and test by Generator Vendor.
- No site plans or Engineering available for the BUDGET PROPOSAL.
- No landscaping or lawn sprinkler work included.
- No Fire suppression work included.
- Cost is good for 60 days from document date.
- Cost should not increase by 10%, unless Vendors and Suppliers raise their cost significantly due to shutdowns.

BUDGET LUMP SUM: \$39,975.00

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to call.

Submitted by:



Don Scott
Commercial Division Manager
20276

DETAILS FOR INVOICE						
DATE	04/16/20					
PROJECT NAME	COL Bakery Backup Generator Budget					
CONTRACTOR NAME	SEMCO Construction, Inc.					
			NOT TO EXCEED ESTIMATE		ACTUAL EXPENDITURES	
			NUMBER OF	EXTENDED	NUMBER OF	EXTENDED
A	LABOR COSTS BY TRADE:	HOURLY RATE	HOURS	COST	HOURS	COST
	GENERAL CONTRACTOR:					
	PROJECT MANAGER	\$ 55.00	40	\$ 2,200.00		\$ -
	LABORER	\$ 37.00	80	\$ 2,960.00		\$ -
	WELDING:					
	MILLWRIGHT/WELDER	\$ 46.00		\$ -		\$ -
	PLUMBING:					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	LICENSED PLUMBER					
	ELECTRICAL:					
	ELECTRIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	ROOFING:					
	SUPERVISOR					
	EMERGENCY TEAM					
	LABORER	\$ 36.00		\$ -		\$ -
	PAINTING:					
	PAINTER	\$ 36.00		\$ -		\$ -
	FLOORING:					
	INSTALLER	\$ 36.00		\$ -		\$ -
	HVAC:					
	SERVICE TECHNICIAN					
	JOURNEYMAN	\$ 75.00		\$ -		\$ -
	TOTAL LABOR		120	\$ 5,160.00	0	\$ -
B	MATERIAL LIST			EST. COST		ACT COST
	concrete, forming material			\$ 1,000.00		\$ -
	Misc fuel hook up			\$ 1,500.00		\$ -
	TOTAL MATERIAL COSTS			\$ 2,500.00		\$ -
C	EQUIPMENT			EST. COST		ACT COST
	Welder \$95/day					\$ -
	Dump Trailer			\$ 100.00		\$ -
	Crane			\$ 1,500.00		\$ -
	TOTAL EQUIPMENT COSTS			\$ 1,600.00		\$ -
D	SUBCONTRACTS			EST. COST		ACT COST
	Crown Electric			\$ 25,000.00		\$ -
	Fence			\$ 1,500.00		\$ -
	Structural Engineering			\$ 1,500.00		\$ -
	TOTAL SUBCONTRACT COSTS			\$ 28,000.00		\$ -
	TOTAL PROJECT COST:					
	LABOR			\$ 5,160.00		\$ -
	MATERIAL			\$ 2,500.00		\$ -
	MATERIAL MARK UP %	15%		\$ 375.00		\$ -
	EQUIPMENT			\$ 1,600.00		\$ -
	EQUIPMENT MARK UP %	15%		\$ 240.00		\$ -
	SUBCONTRACTS			\$ 28,000.00		\$ -
	SUBCONTRACTS MARK UP %	7.5%		\$ 2,100.00		\$ -
	TOTAL COSTS			\$ 39,975.00		\$ -

REED APPRAISAL COMPANY
REAL PROPERTY APPRAISERS AND CONSULTANTS

1102 SOUTH FLORIDA AVENUE • P.O. BOX 1645 • LAKELAND, FLORIDA 33802-1645
OFFICE/CELL: (863) 660-7558 • EMAIL: david@reedappraisalco.com

RESTRICTED APPRAISAL REPORT

DATE OF REPORT AND VALUE OPINION: April 1, 2020

CLIENT & INTENDED USER: City of Lakeland CRA, D'Ariel Reed, CRA Project Manager, Community & Economic Development Department; *D'Ariel.Reed@lakelandgov.net*

INTENDED USE: Market rent estimate to be used for lease renewal negotiations.

IDENTIFICATION OF REAL ESTATE: 830 N. Massachusetts Ave., #110 – Your Pro Kitchen: 4,500 ± sq. ft. southern portion of building

PROPERTY INTEREST APPRAISED: Market Rent/Fee Simple (Leased Fee Interest = Leasehold Interest)

TYPE OF VALUE: Market Rent as defined by *The Dictionary of Real Estate Appraisal*, 6th edition, The Appraisal Institute

MARKET RENT CONCLUSION: **\$15.00 per sq. ft.** (annual rate), at midpoint of probable range of \$14.00 to \$16.00 per sq. ft., gross/modified gross terms (landlord responsible for real estate taxes, insurance and significant maintenance), \$5,625 per month, 3% annual escalations

SCOPE OF WORK:

- discuss assignment and property with client, obtain building plans/sketches and photos
- cursory inspection of subject
- review lease listings within relevant Lakeland market areas
- interviews specifically for this assignment with six market participants active in the Lakeland market (including downtown area) identified as two landlord/broker/property managers, two broker/property managers, one broker and one landlord; as agreed with these professionals, no specifics as to leases or properties identified within report to maintain confidentiality of information considered for the market rent conclusion
- review company work files for recent lease and other market information
- consideration of the highest and best use of the property
- determination of probable market rent range and conclusion
- preparation of Restricted Appraisal Report consisting of 4 pages
- work file maintained

By acceptance of this Restricted Appraisal Report (a type of appraisal report defined by USPAP) the client acknowledges understanding and agreement with the described scope of appraisal.

STATEMENT AS TO USE AND USER: This appraisal report is restricted to use by the stated intended user for the use as stated. There are no other intended users of this report without written consent of the appraiser. Due to the abbreviated, limited or summary nature of the report presentation, additional assistance and/or information from the work file may be required to properly understand the descriptions, analyses and conclusions. It is understood that this report may be presented to others; however, the intended user is as stated.

USE OF PROPERTY REFLECTED IN APPRAISAL: Based on highest and best use – continued commissary kitchen use as improved.

EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS: None, other than the conclusion being based on market conditions prior to the onset of the COVID-19 pandemic being recognized by the United States.

QUALIFICATIONS OF THE APPRAISERS

David S. Reed, MAI

- Employment** : 2002 - 2003 Coldwell Banker Commercial - Nicholson Williams Realty, Jacksonville, FL
2003 - Present Reed Appraisal Company, Lakeland & New Smyrna Beach, FL
- Professional Affiliations** : MAI Designated Member, Appraisal Institute, Certificate No. 457240
- Education** : University of North Florida, BSBA Degree, 2002, Major in Finance, Investments
- Florida Dept. of Professional Regulation** : Licensed Sales Associate
Awarded September, 2002;
License Number SL 3034890
- Registered Trainee Appraiser
Awarded July, 2004
License Number RI14428
- Certified General Appraiser
Awarded October, 2008
Certificate Number RZ3244
- Real Estate Broker
Awarded July, 2013
License Number BK3034890
- Professional Education** Appraisal Institute - 110 Principles
Appraisal Institute - 120 Procedures
Appraisal Institute - 310 Basic Income Capitalization
Appraisal Institute - 320 General Applications
Appraisal Institute - 400G General Market Analysis & Highest and Best Use
Appraisal Institute - 410 USPAP
Appraisal Institute - 510 Advanced Income Capitalization
Appraisal Institute - 530 Advanced Sales Comparison & Cost Approaches
Appraisal Institute - 540 Report Writing & Valuation Analysis
Appraisal Institute - 550 Advanced Applications
Appraisal Institute - 700GRE The Appraiser as an Expert Witness: Preparation & Testimony
Appraisal Institute – 705 GRE Litigation Appraising: Specialized Topics and Applications
Appraisal Institute - 715GRE Condemnation Appraising: Principles & Applications
American Society of Farm Managers & Rural Appraisers – Yellow Book: Uniform Appraisal Standards of Federal Land Acquisition
- Appraisal Experience** Apartments; auto dealerships, condemnation (easement takings - electric and sewer); commercial and mixed use developments, vacant land; lease interests; office buildings; office rent surveys; ranches; farms; residences; retail stores; restaurants; motels; shopping centers; subdivisions (residential, commercial and industrial); warehouses and industrial properties; airport land; airport hangar rent surveys; bowling alleys; truck terminals; less-than-fee rights (conservation easements/purchase of development rights); veterinary offices; seniors housing
- Qualified as Expert Witness** : Polk County & Pasco County Circuit Courts

Stanley B. Reed, MAI

Employment: 1970 to present – real estate appraiser, Lakeland, Florida

Education: University of Florida, BSBA 1970, Real Estate and Urban Land Studies

Professional: MAI - Appraisal Institute, Certificate No. 5941, awarded 1979

State: State Certified General Appraiser, Certificate No. RZ71, awarded 1990; Real Estate Broker, License No. BK72445

Experience: Valuation of most types of real property; qualified as Expert Witness in Circuit Courts and Federal Court; eminent domain/condemnation/expert witness specialist

Clients: Banks, credit unions; Cities of Lakeland, Winter Haven, Ft. Meade, Bartow, Lake Wales, Plant City; Polk County Commission; Polk County School Board; Florida Southern College, Polk State College; Florida Polytechnic University; Florida Department of Transportation (Legal); Florida Department of Environmental Regulation (DEP); Southwest Florida Water Management District (SWFWMD); Lakeland Electric & Water; Tampa Electric Company; Progress/Duke Energy; Sebring Airport Authority; Bartow Airport Authority; investors, buyers/sellers, developers, attorneys, estates, corporations, individuals, phosphate companies, social service agencies, churches, appraisal management companies

CERTIFICATE OF APPRAISERS

The undersigned does hereby certify that, except as otherwise noted in the appraisal report:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Stanley B. Reed, MAI made a cursory inspection of the appraised property. David S. Reed, MAI perform an inspection but is familiar with the appraised property.
10. No one provided significant real property appraisal assistance to the people signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Stanley B. Reed, MAI has not completed the voluntary continuing education program of the Appraisal Institute. The mandatory requirements have been met.
14. As of the date of this report, David S. Reed, MAI completed the requirements of the continuing education program of the Appraisal Institute.

REED APPRAISAL COMPANY

David S. Reed, MAI
President
State Certified General Appraiser
Certificate # RZ3244

Stanley B. Reed, MAI
Vice President and Owner
State Certified General Appraiser
Certificate # RZ71

REED APPRAISAL COMPANY FILE #: 2020-013.5

2020-013.5.rpt(lakeland cra-rent-your pro kitchen)

LEASE AGREEMENT

BY AND BETWEEN

LAKELAND COMMUNITY REDEVELOPMENT AGENCY (“LANDLORD”)

AND

**FIVE DOLPHIN ENTERPRISES, INC., A FLORIDA CORPORATION, D/B/A
DOUBAKERY (“TENANT”)**

Dated: _____, 2021 (THE “EFFECTIVE DATE”)

THIS LEASE AGREEMENT (the “**Lease**”), made and entered into this ____ day of _____, 2021, by and between **LAKELAND COMMUNITY REDEVELOPMENT AGENCY** (hereinafter called “**Landlord**”), and **FIVE DOLPHIN ENTERPRISES, INC., A FLORIDA CORPORATION, D/B/A DOUBAKERY** (hereinafter called the “**Tenant**”).

WITNESSETH:

WHEREAS, the Landlord desires to demise, lease and rent unto Tenant, and the Tenant desires to rent and lease from Landlord Suite A (the “**Premises**”) in the building located at 830 N. Massachusetts Avenue, Lakeland, Florida 33801 (the “**Building**”) located on that certain piece of real property located in Polk County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and together with all improvements thereon and appurtenant rights thereto collectively referred to herein as the “**Land**”); and

WHEREAS, the Premises consists of four thousand, five hundred (4,500) rentable square feet.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby demise, lease and rent unto the Tenant and Tenant does hereby rent and lease from Landlord the Premises, under and pursuant to the following terms and conditions:

1. Term. The term of the Lease shall be for five (5) years (“**Term**”) and shall commence upon the expiration of the original lease term. Each twelve (12) month period beginning on the Commencement Date or any anniversary thereof shall hereinafter be called a “**Lease Year**.”

(a) Within ninety (90) days of the Renewal Lease Execution, Landlord will commence the requested leasehold improvements set forth in Exhibit “B”. The total cost of improvements will be reimbursed by the tenant over the term of the lease. The monthly amount will be added to the base rent.

2. Rent; Triple Net Expense. Tenant agrees to pay rent triple net with a base rent (“**Rent**”) of Thirty Thousand, Five Hundred ninety-nine and 04/100 Dollars (\$30,599.04) based upon Six and 80/100 Dollars (\$6.80) per square foot of the Premises. Additionally, the Tenant agrees to repay \$1,895.40 monthly the duration of the lease term for leasehold improvements and all taxes, maintenance and utilities (defined in Section 8 below), together with all applicable Florida sales and use tax due thereon. Rent shall be payable in consecutive monthly installments, in advance, on the first (1st) day of each calendar month. Except in the event of Tenant’s default, if the term of this Lease expires or is terminated on a day which is not the last day of the calendar month, the Rent for the final partial calendar month that the Rent is due will be prorated based on the actual number of days within said calendar month prior to the end of the Term. All amounts (unless otherwise provided herein) other than the Rent owed by Tenant to Landlord hereunder shall be deemed additional rent.

(a) Rent subsidy for LCS: The landlord shall deduct the market rental rate for use of one (1) office space and accessible restrooms which is \$250 per month or \$3,000 annually, from the Tenant’s rent expense. This rent subsidy shall be for the term of this Lease Agreement or the duration of use for the office space by LCS. Tenant will ensure access is granted to LCS for use of the office space and accessible restrooms located on the premises.

3. Security. Tenant, concurrently with the execution of the original Lease, has deposited with Landlord the sum of \$2,515.50 (the “**Security Deposit**”), the receipt of which is hereby acknowledged by Landlord, which sum shall be retained by Landlord as security for the payment by Tenant of the rents herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this

Lease. In the event Tenant is not in default of the Lease at the expiration of the Term, the Security Deposit shall be refunded to Tenant, without interest unless otherwise required by law, upon expiration of this Lease.

4. Renewals. Provided Tenant is not in default of the terms of this Lease beyond any applicable notice or cure periods and Tenant does not provide written notice of its intention not to renew this lease at least ninety (90) days prior to the end of the Renewal Term, Tenant shall have the option to renew this Lease for one (1) additional period of three (3) years, immediately ensuing after the expiration of the Term of this Lease. Rent for the Renewal term shall be determined on or before ninety (90) days prior to the expiration of the Initial Term. Landlord and Tenant will work together to arrive at a mutually agreeable lease rate. In the event Landlord and Tenant are unable to agree upon a rental rate, then both Landlord and Tenant will retain a local industrial real estate broker familiar with the Lakeland area for their expertise. Said brokers are to be paid as consultants by both Landlord and Tenant with each paying their own consultant. In the event an agreement cannot be reached prior to the expiration of the existing Term, this Lease will terminate at the end of the existing Term and the Lease shall not be renewed.

5. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant as follows:

(a) to the best of Landlord's knowledge, there are no public or private restrictions, easements or conditions of any kind whatsoever, nor any other agreements to which Landlord is a party, nor any ordinances, statutes or regulations, that would in any manner prevent, limit or restrict the use of the Premises by Tenant as a commercial kitchen and office space; and

(b) at the time of the execution by Landlord of this Lease, Landlord is the sole owner in fee simple absolute of the Property; and

(c) to Landlord's best knowledge, (i) the Land, Building and Premises do not contain any Hazardous Materials (defined in Section 10(c) below), (ii) Landlord has not conducted, authorized or permitted the generation, transportation, storage, treatment, handling or disposal of any Hazardous Materials on the Land, Building or Premises, (iii) Landlord is not aware of any pending or threatened litigation or proceedings before any governmental authority in which any person or entity or governmental authority alleges the presence, release, threat of release, placement on or in the Land, Building, or Premises or the generation, transportation, storage, treatment or disposal at the Land, Building or Premises of any Hazardous Materials, (iv) Landlord has not received any notice of and has no actual or constructive knowledge that any governmental authority or any employee or agent thereof has determined, or threatens to determine, that there is a presence, release, threat of release, placement on, in or about the Land, Building or Premises and adjacent properties or the generation, transportation, storage, treatment or disposal at the Land, Building or Premises of any Hazardous Materials, (v) there are and have been no communications or agreements to, from or with any governmental authority or any private entity, including, but not limited to, any prior owners of the Land or Building or any adjacent or nearby property, relating in any way to the generation, transportation, storage, treatment or disposal at the Land or Building of any Hazardous Materials; and (vi) there are no underground storage tanks on or in the Land, and to the best of Landlord's knowledge and belief, there have never been any underground storage tanks on or in the Land.

Landlord hereby acknowledges that Tenant is relying upon the representations and warranties contained in this Section 5 in executing this Lease, that the matters so represented and warranted are material, and that in the event any of such representations and warranties were untrue as of the Effective Date or any time during the Term or in the event of any breach of such warranties or any misrepresentation herein, Tenant may terminate this Lease without any liability on not less than thirty (30) days' prior written notice to Landlord.

6. Use of Premises. The Premises shall be used by Tenant (and third parties authorized by Tenant to use the Premises) for professional cooking facilities, including cooking classes, private events, bottling of products, and other commercial kitchen uses, to include food production, and for office space for Tenant's business. Landlord acknowledges and agrees that, pursuant to Tenant's business, Tenant shall regularly enter into agreements with third parties for the use of the Premises. Such agreements, whether referred to as a lease, license, right to use, or any other name, shall not be considered a sublease, assignment, transfer, mortgage, pledge, encumbrance upon or disposition of this Lease.

(a) The Premises shall be accessible to LCS and its assigned for restrooms and office space only. Access will only be through the existing door entry ways with access keypads. The emergency exit doors are for emergencies only, and not to be used for any non-emergency access. No doors will be propped open and tenant will only use the access code given for LCS use and provide that pin code to others who work directly with LCS. Tenant has no access to the kitchen facilities and tenant will not grant access to kitchen to others such as by opening the door to others, providing tours, propping open the doors. This can only be granted through written approval by kitchen owner. If tenant wishes to use kitchen facilities for packaging or other food related products this would be granted through a separate lease with DouBakery. Tenant will control and monitor the actions of anyone working with LCS inside the facilities at all times including minors.

7. Assignment/Subletting. Tenant shall have the right to assign this Lease, or sublet the Premises, or any part thereof, to any person or entity, upon the written approval of Landlord, which approval shall not be unreasonably withheld, denied, or delayed. Upon such assignment, Tenant shall no longer have any obligations under the Lease. In the event of such an assignment, Landlord will not require payment of an additional security deposit or any increase in Rent or other fees.

8. Utilities; Taxes. Tenant shall be responsible for the payment of all utility charges and taxes associated with the Property. Provided, LESSEE shall only be responsible for the specific utilities associated with the Property. If the Property does not have meters for same, the tenant shall only be responsible for the Property's pro rata share of the utilities. Taxes shall be limited to the taxes associated specifically with the Property. If other property is included within the same tax bill, then tenant shall only be responsible for the Property's pro rata share of the taxes.

9. Alterations/Signage. Except for non-structural alterations to the interior of the Premises and Tenant's Work, Tenant shall not make any alterations, or additions or leasehold improvements to the Premises without Landlord's prior written consent, such consent to be granted or denied in Landlord's reasonable discretion. All Alterations shall become part of the Premises and shall be surrendered with the Premises at the termination of this Lease (except fixtures which shall be readily removable without injury to the Premises, store and office furniture, walk-in cooler and all kitchen equipment, except the hood and sinks). Tenant shall be allowed to install Building signage on the front door at Tenant's expense and on the Building fascia, so long as said signage is presented for Landlord approval, which will not be unreasonably withheld, conditioned or delayed. Landlord will have ten (10) days to approve said signage and Landlord's failure to timely respond shall be deemed disapproval. Tenant shall be permitted to display the Marks (defined below), subject only to the provisions of applicable law. Landlord hereby acknowledges and agrees that it does not have and shall not have the right to use any signs or other goods or materials containing any trade names and/or trademarks owned by Tenant, either during the Term or after the expiration or earlier termination hereof. Notwithstanding anything contained in this Lease to the contrary, upon the termination or earlier expiration of this Lease, Tenant shall be permitted to enter the Premises and remove any and all interior and exterior signs, additions or fixtures containing the Marks (defined below) and trade fixtures. In the event Tenant remove such signs or walk-in cooler, Tenant shall do so with all due diligence, at its sole cost and expense, and shall repair any damage to the Premises caused by such removal, including any required closure of all penetrations to the Building fascia and re-painting.

10. Environmental.

(a) Landlord's Obligations. During the Term, Landlord will not use, generate, place, store, release, or otherwise dispose of, nor permit the use, generation, placing, storage, release, or disposal of Hazardous Materials (defined below) in the Premises, Building or on the Land, except in strict accordance with all Environmental Laws. If during the Term, Hazardous Materials are discovered in any portion of the Building, Land or the Premises and if required by applicable law, Landlord will undertake or cause to be undertaken remediation or removal of the Hazardous Materials in accordance with all Environmental Laws (defined below) and, to the extent Tenant's business is interrupted during the remediation or removal and Tenant closes and ceases to do business at the Premises, Tenant's rent will be abated. Landlord shall defend, indemnify and hold Tenant and Tenant's partners, shareholders, officers, employees, agents, contractors, sublessees, assignees, concessionaires, customers and invitees harmless against any liability, loss, cost or expense, including reasonable attorneys' fees and costs (whether or not legal action has been instituted) at investigative, trial and appellate levels incurred by reason of any failure by Landlord to comply with any Environmental Laws now or hereafter in effect.

(b) Tenant's Obligations. During the Term, Tenant will not use, generate, place, store, discharge, deposit, release or otherwise dispose of Hazardous Materials in the Premises or Building, except in strict accordance with all Environmental Laws. Tenant shall defend, indemnify and hold Landlord harmless against any liability, loss, cost or expense, including reasonable attorneys' fees and costs (whether or not legal action has been instituted) at investigative, trial and appellate levels incurred by reason of any failure by Tenant to comply with any Environmental Laws now or hereafter in effect.

(c) Hazardous Materials Defined. The term "**Hazardous Materials**" as used herein means any substance (i) the presence of which requires special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Law, (ii) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, (iii) which is or becomes regulated by any governmental authority, or (iv) the presence of which causes or threatens to cause a nuisance to the Building or Premises or to adjacent properties or premises.

(d) Environmental Laws Defined. The term "**Environmental Laws**" refers to all federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to (i) emissions, discharges, spills, releases or threatened releases of Hazardous Materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems, (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Materials, or (iii) the protection of human health or the environment.

(e) Survival. The provisions of this Section 10 will survive the expiration or earlier termination of this Lease.

11. Damage to Premises by Fire or Casualty.

(a) In the event that the Premises is totally destroyed or so damaged by fire or other casualty, and in the reasonable judgment of Landlord and Tenant, the same cannot be repaired or restored within one hundred eighty (180) days, then Landlord or Tenant may terminate this Lease by written notice to the other party within twenty (20) days after the casualty, and the Rent and CAM Expense shall abate as of the date of casualty for the balance of the Term. If Landlord or Tenant do not exercise said termination right within the twenty (20) day time period, then Landlord shall promptly and diligently pursue the repair and restoration of the Premises (which shall be completed within one hundred and eighty

(180) days of the casualty) and Rent and CAM Expenses shall be abated until the Premises has been repaired to substantially the same condition as existing prior to the casualty.

(b) If the damage caused as above be only partial and such that the Premises, in Landlord and Tenant's reasonable judgment, can be restored within the time period and under the conditions as provided in Subparagraph 11 (a) above, Landlord shall restore the same (excluding fixtures and improvements owned by Tenant) with reasonable promptness, to be completed within one hundred and eighty (180) days of the casualty. Rent shall abate in such proportion as the Premises have been damaged until the Premises have been repaired to substantially the same condition as existing prior to the casualty.

12. Eminent Domain.

(a) Taking. If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises, are not, in Tenant's sole judgment, fit for Tenant to carry on its business therein; (iii) Tenant determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; (iv) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (v) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Tenant's business, then in any such event, Tenant may terminate this Lease, effective as of the date of such taking, and the Rent, CAM Expense and other sums paid or payable hereunder shall be prorated as of the date of such termination.

(b) Rent Adjustment. Unless this Lease is terminated as above provided, commencing with the date possession is acquired by the condemning authority the Rent, and other sums payable hereunder shall be reduced by the then applicable per square foot Rent as by the number of square feet taken and Landlord shall restore the Premises, at Landlord's cost and expense to a complete architectural unit. During such restoration the Rent shall be abated to the extent the Premises are rendered tenantable.

(c) Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like.

13. Right of Entry by Landlord. Landlord, or any of its agents, shall have the right to enter said Premises during all reasonable hours and upon at least twenty-four (24) hours prior notice (except in cases of emergency), to perform its obligations under this Lease, examine the same or to exhibit said Premises.

14. Indemnity. Tenant agrees to indemnify, defend and hold Landlord and Landlord's employees harmless from and against any and all claims, actions, damages, liabilities, and expenses: (i) arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or (ii) occasioned by any act or omission of Tenant or Tenant's employees, agents, contractors, sublessees, or concessionaires, excepting, however, in each case, any claims arising out of the gross negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors. Subject to the monetary limitations set forth in Section 768.28, Florida Statutes, Landlord agrees to indemnify, defend and hold Tenant and Tenant's shareholders, officers, partners, employees, sublessees, and concessionaires harmless from and against any and all claims, actions, damages, liabilities, and expenses occasioned by any negligence of Landlord or Landlord's employees, agents or contractors, excepting, however, in each case, any claims arising out of the gross negligence or willful misconduct of Tenant or Tenant's employees,

agents, contractors, sublessees, or concessionaires. The indemnity obligations set forth in this Section 14 shall survive the expiration of the term of this Lease.

15. Tenant Default and Landlord Remedies.

(a) Tenant Default. Each of the following events will be deemed to be an event of default by Tenant under this Lease (“Event of Default”): (i) failure by Tenant to pay Rent, or any other monetary sum due hereunder if such failure continued for ten (10) days following written notice from Landlord specifying such default; or (ii) failure by Tenant to perform or observe any other provision of this Lease and if such failure is not cured within thirty (30) days following written notice from Landlord specifying such default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Tenant shall have a reasonable time to cure such default, provided Tenant commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion).

(b) Landlord Remedies for Tenant Default. Upon the occurrence of an Event of Default by Tenant, provided Tenant does not cure said default within the period of time allowed for cure as set forth above, Landlord may exercise any and all remedies available at law or in equity and, without limitation, shall have the option to do and perform any one or more of the following remedies: (i) to terminate this Lease, which termination shall be effective on the date specified in Landlord’s notice to Tenant (but not less than ten (10) days after the date of such notice), and following receipt of such notice, Tenant shall vacate the Premises on or before the effective date thereof, failing which, Landlord may institute dispossessory proceedings, (ii) terminate Tenant’s right to possession without terminating this Lease, which termination shall be effective on the date specified in Landlord’s notice to Tenant (but not less than ten (10) days after the date of such notice); provided, however, any termination only of Tenant’s right to possession of the Premises will not relieve Tenant of Tenant’s obligation to pay the Rent and other charges under this Lease on the days originally set forth in this Lease for payment, without acceleration, or (iii) cure the Event of Default on behalf of Tenant. If Landlord at any time, by reason of Tenant’s default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate permitted by law from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest thereon, shall be deemed additional rent.

(c) Nothing herein shall be deemed to permit Landlord to pursue an action or recover from Tenant any amounts attributable to an acceleration of Rent or other amounts due hereunder, or related to consequential damages of any nature.

16. Default by Landlord and Tenant’s Remedies. In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure the default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). Upon the occurrence of any event of default by Landlord, provided Landlord does not cure said default within the period of time allowed for cure as set forth above, Tenant may exercise any and all remedies available at law or in equity, including, without limitation, any one or more of the following remedies:

- (a) to commence an action for specific performance against Landlord; and/or
- (b) to commence an action for damages suffered or incurred by Tenant as a result of Landlord’s Default; and/or

(c) to itself perform, or cause to be performed, the covenant, performance or condition required to be kept, observed or performed by Landlord and which is in default; in which event Landlord shall reimburse Tenant, within fifteen (15) days after a written notice requesting same, for Tenant's reasonable costs and expenses actually incurred in doing so, and in the event Landlord fails to reimburse Tenant within such time period, Tenant shall have the right to offset such amount against Rent otherwise due hereunder; and/or

(d) by written notice to Landlord, to terminate this Lease, which termination shall be effective not less than thirty (30) days after the date of such notice, and, in such event, upon the effective date of such notice Tenant shall vacate the Premises as if such date were the date of expiration of the then current Term of this Lease as originally provided for herein.

17. No Landlord's Lien. Landlord hereby waives and releases any liens which Landlord may have against Tenant's personal property, trade fixtures, equipment, merchandise, cash, or accounts receivable therein, whether such lien is statutory, constitutional, or contractual, or arises out of operation of law or otherwise.

18. Insurance.

(a) Landlord's Insurance. During the Term of this Lease, Landlord shall procure and maintain in full force and effect with respect to the Building and Land (i) a policy or policies of property insurance for full replacement value of the Building (with the exception of the roof, which will be actual cash value); and (ii) a policy of commercial liability insurance insuring Landlord's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Building or Land. Such insurance policy will have combined single limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate and provide contractual coverage of Landlord's liability to Tenant assumed under the indemnification provisions of Section 14 of this Lease and elsewhere under this Lease. The insurance required hereby shall be written by a company authorized to do business in Florida. Landlord will provide to Tenant a certificate from Landlord's insurer evidencing the coverage required under this Lease.

(b) Tenant's Insurance. Tenant covenants and agrees to keep Tenant's improvements and Tenant's contents in the Premises insured for the insurable value against loss by fire and casualty, under an all risk policy with extended coverage endorsements. In addition, thereto, Tenant shall obtain and keep in force with respect to the Premises comprehensive general liability insurance in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate for both bodily injury and property damage. Such insurance policy will name Landlord as an additional insured. The insurance required hereby shall be written by a company authorized to do business in Florida. Tenant will provide to Landlord a certificate from Tenant's insurer evidencing the coverage required under this Lease.

(c) Notwithstanding Subparagraphs 11(a) and (b) above, in the event Tenant is determined to be responsible for damage to the Premises, the Building or the Land by fire or other casualty due to Tenant's negligence or willful misconduct, then Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to repair or replace the Premises, the Building or the Land (but only to the extent such amounts are not covered, or should have been covered but were not, under any insurance required to be carried hereunder) and such amounts shall be deemed additional rent. Provided, Tenant's obligation under this Paragraph to reimburse the Landlord for the costs and expenses incurred by Landlord to repair or replace the roof to the Premises or Building shall be limited to the cash value of the roof at the time of the fire or other casualty.

19. Repairs and Maintenance.

(a) Maintenance and repairs of the major components of the Property are the responsibility of the Landlord and will be performed by City of Lakeland Facilities Maintenance crews and/or the authorized designee from the City of Lakeland. Any reasonable maintenance requested or required by the Tenant outside of that schedule outlined in Exhibit B shall also be the responsibility of the landlord unless required due to the fault or negligence of Tenant or related to the Tenant's obligation to maintain the Property in a clean and sanitary condition, in which case such maintenance shall be invoiced to Tenant.

(b) Tenant's Maintenance Responsibilities. Tenant shall keep the interior, non-structural portions of the Premises, all HVAC systems exclusively servicing the Premises, and the non-structural elements of all doors and entrances of the Premises in the same condition, order and repair as they are at the commencement of said Term and shall deliver same to Landlord at the termination of this Lease in good order and condition, normal wear and tear excepted.

20. Brokers. Landlord and Tenant each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Tenant and Landlord hereby warrant and represent to each other that no broker or agent is or will be owed a fee or commission with respect to this Lease as a result of the act or omission of the indemnifying party or any affiliate thereof, and each agrees that it will indemnify, defend and hold the other and its affiliates harmless from and against all causes of action, claims and demands for such a fee or commission arising out of the act or omission of the indemnifying party or any affiliate thereof.

21. Parking. Tenant shall be entitled to the use of the parking area in common with other tenants of the Building in the area more clearly defined as the center parking Area which consists of all of the parking area lying between the Event Space and the Property, lying between Massachusetts and Kentucky Avenues, shall be shared by Haus 820, Art/iFact, Collective and the Bakehouse employees and guests. Landlord will use Landlord's best efforts to prevent unauthorized use of the parking areas by parties other than tenants of the Building and their customers, invitees and employees.

22. Mechanic's Liens Prohibited. Tenant shall not suffer any mechanic's lien to be filed against the Premises by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding the Premises, or any part hereof, through or under Tenant. If any such mechanic's lien or any notice of intention to file a mechanic's lien shall at any time be filed against the Premises, Tenant shall at Tenant's cost, within thirty (30) days after knowledge or notice of the filing of any mechanic's lien cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. Tenant shall not be liable for any mechanic's liens for work done by or on behalf of Landlord at Landlord's expense.

23. Compliance with Laws. Both parties hereby agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations ("**Laws**") throughout the Term of the Lease.

24. Subordination. This Lease and all rights of Tenant hereunder are subordinate to any mortgage and any extensions and renewals thereof that encumber the Land on the Effective Date or at any time thereafter. Notwithstanding that the aforesaid provision shall be self-operative, upon request from Landlord, Tenant shall execute and deliver a commercially reasonable subordination agreement to Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), the dates to which all rents hereunder have been paid in advance, if any, and that there are then existing no setoffs or defenses

against the enforcement of the agreements of this Lease on the part of Tenant to be performed (or, if any specifying same).

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

26. Late Payment. In the event that any payment of Rent, CAM Expense, additional rent or any other charge required to be paid by Tenant under the provisions of this Lease, shall not be paid within ten (10) days of the due date, Tenant shall pay to Landlord a late charge of five (5%) percent of such past due payment; and such late charge shall be deemed "Rent" for all purposes under this Lease.

27. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by a nationally recognized overnight courier such as Federal Express or UPS. All notices to Landlord should be addressed to Landlord at CRA Manager, 228 S. Massachusetts Avenue, Lakeland, Florida 33801, with a mandatory copy to City Attorney, 228 S. Massachusetts Avenue, Lakeland, Florida 33801, or at such other place as Landlord may from time to time designate in written notice to Tenant. All notices to Tenant shall be addressed to Tenant at the Premises; or to any such other place as Tenant may from time to time designate in written notice to Landlord. All notices to Tenant shall also include a mandatory copy to Tenant at Five Dolphins Enterprises, Inc., Attn: Diana Cortes, 830 North Massachusetts Ave, Suite A, Lakeland, Florida 33801. All notices, demands and requests which shall be served upon Landlord and Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

28. Estoppel Certificate. Tenant agrees at any time and from time to time upon receipt of twenty (20) days prior written request from Landlord, to acknowledge and deliver to Landlord an estoppel certificate certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Rent and other charges have been paid in advance, if any, and (c) all of the defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect) and any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 28 may be relied upon by any prospective purchaser of the Building or any mortgagee or assignee of any mortgage upon the Building.

29. Holding Over. Should Tenant continue to occupy the Premises after cancellation or forfeiture of this Lease in accordance with its terms, such tenancy ("**Holdover**") shall (without limitation on any Landlord's rights or remedies therefore) be one at sufferance from month to month at a minimum monthly rent equal to one hundred twenty five percent (125%) of the Rent payable for the last month prior to the Holdover together with Triple Net Expense.

30. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if such words were written wherever reference to Landlord or Tenant occurs in this Lease

31. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the

Premises is contained herein, and it is the complete and total integration of the intent and understanding of Landlord and Tenant with respect to the leasing of the Premises.

32. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. Applicable Law. The laws of Florida shall govern the validity, performance and enforcement of this Lease, without regard to Florida's conflict-of-law principles.

34. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control.

35. Amendment. This Lease and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them that are not herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No surrender of the Premises, or of the remainder of the Lease Term, shall be valid unless accepted by Landlord in writing.

36. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[The Remainder of this Page Intentionally Left Blank; Signature Page(s) Follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

LANDLORD:

**LAKELAND COMMUNITY
DEVELOPMENT AGENCY**

Witness:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

**FIVE DOLPHIN ENTERPRISES, INC.,
A FLORIDA CORPORATION, D/B/A
DOUBAKERY**

Witness:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF LAND

SCHIPMANS SURVEY DB G PG 360 361 BLK 19 LOT 7 N 58 FT & 8 N 58 FT & 9 THRU 12 LESS
RD R/W FROM LOT 12 & LESS R/W FOR LAKELAND IN-TOWN BYPASS AS DESC IN OR 4556-
2292

EXHIBIT B

Improvement	Cost	Responsibility
FRP panel installation where spills/splashes may occur	\$5,460	CRA
Transition guard installation at all kitchen doorways	\$750	CRA
Restroom door modifications to meet ADA requirements	\$3,109.25	CRA
Convert unused restroom into storage	\$12,025	Tenant
Walk-in freezer installation in one of the office spaces Room prep for install and wrap-up after installation	\$26,777.17 (Freezer) \$16,671.63 (Room Prep)	Tenant
Generator and installation	\$18,275 (Generator) \$39,975 (Installation)	Tenant
TOTAL	\$113,723.80 \$9,319.25	Tenant CRA

EXHIBIT C

The Bakehouse/The Collective
830 N Massachusetts Ave

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



228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Terrilyn Bostwick, CRA Senior Project Manager
Through: Alis Drumgo, CRA Manager
Date: June 4, 2020
Re: 114 E. Parker Street Project Update

I. Background:

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

In June 2018, Well-Done Events!, owned by Dr. Sallie Brisbane Stone, submitted a formal letter of intent to the CRA Advisory Board and revised proposal to be a master tenant at 114 E. Parker Street. The vision for the space, to be call “The Well”, was to be a collaborative workspace and multipurpose event room for culturally relevant performing arts and educationally focused resources for small business. The Board approval allowed for the “vanilla-box” improvements, and included proceeding with Well-Done Events! negotiations and renovation budget not to exceed \$350,000.

In September of 2019, after working with Furr & Wegman Architects to estimate the true cost costs of the project, hopefully avoiding cost overruns and change orders, Staff determined that, given the required site work and extensive renovations, and based on recent CRA-owned property renovations, it would be better to pursue a new build project. The Board was asked to consider, and approved, demolition of 114 E Parker St and to direct Staff to issue an RFP including integration of The Well into an areawide redevelopment effort in the parker Street neighborhood. The Board also directed staff to

assist Dr. Stone with defraying costs of venues booked for The Well’s 2020 program calendar as the project schedule has been pushed back significantly. Redevelopment plans are underway, demolition has been completed, and the CRA as assisted securing event space for The Well.

II. Project Activities Timeline as of September 2019

Date(s)	Activity
September 2019	Demolition authorized.
September – December 2019	<p>Design team and business partner concept development for a new \$4,000+ SF building.</p> <p>Area Master Plan efforts initiated.</p> <p>Conceptual Site Plan and Schematic Floor Plan submitted to Development Review Team (DRT) or concept review.</p>
January 2020	<p>Advisory Board updated on project status.</p> <p>DRT Meeting: all conditions met; rear setback variance approval required.</p> <p>CRA approved and funded venues for The Well’s 2020 program schedule.</p>
February 2020	<p>Variance Application submitted to Zoning Board of Adjustments & Appeals (ZBAA).</p> <p>Area Master Plan Phase I deliverables received.</p>
March 2020	ZBAA approval of variance application.
April 2020	<p>Final site plan submitted for review.</p> <p>Demolition completed.</p>
May 2020	<p>90% completed construction documents submitted for CRA review approval. Final will be submitted for permitting early June.</p> <p>Final site plan, addressing review comments, submitted for permitting.</p> <p>Area Master Plan Phase II deliverables received.</p>
June 2020	<p>CRA, under direction from City of Lakeland Purchasing Division, and in consultation with Furr & Wegman Architects, will facilitate the issuance of a RFP for the new build project.</p> <p>Advisory Board updated on project status.</p>

III. Budget Tracking and New Build Estimate

Based on obligations, the balance of the original \$350,000 grant award is currently \$252,690. The table below reflects expenditure details.

The Well Project Estimates	
114 East Parker Street	
Design and Permitting	
Architectural/Design	\$63,607.00
Engineering	\$18,824.00
Permit Fees	\$730.00
Event Booking	\$14,149.00
Demolition	\$13,495.00
Subtotal	\$11,805.00
CRA Grant Award (Not to Exceed Amount)	\$350,000.00
Grant Balance	\$239,195.00

Final construction costs will be confirmed after the invitation to bid process has been completed and a general contractor contract awarded. However, based on present day construction costs, Furr & Wegman estimates building costs to be in the range of \$800,000 - \$900,000. Therefore, a funding gap of approximately \$560,000 - \$660,000 is anticipated. Subsequently, the Board will be asked to consider approving dollars to close the funding gap, ensuring the feasibility of the project to be completed.

IV. Board Consideration:

No Action at this Time.

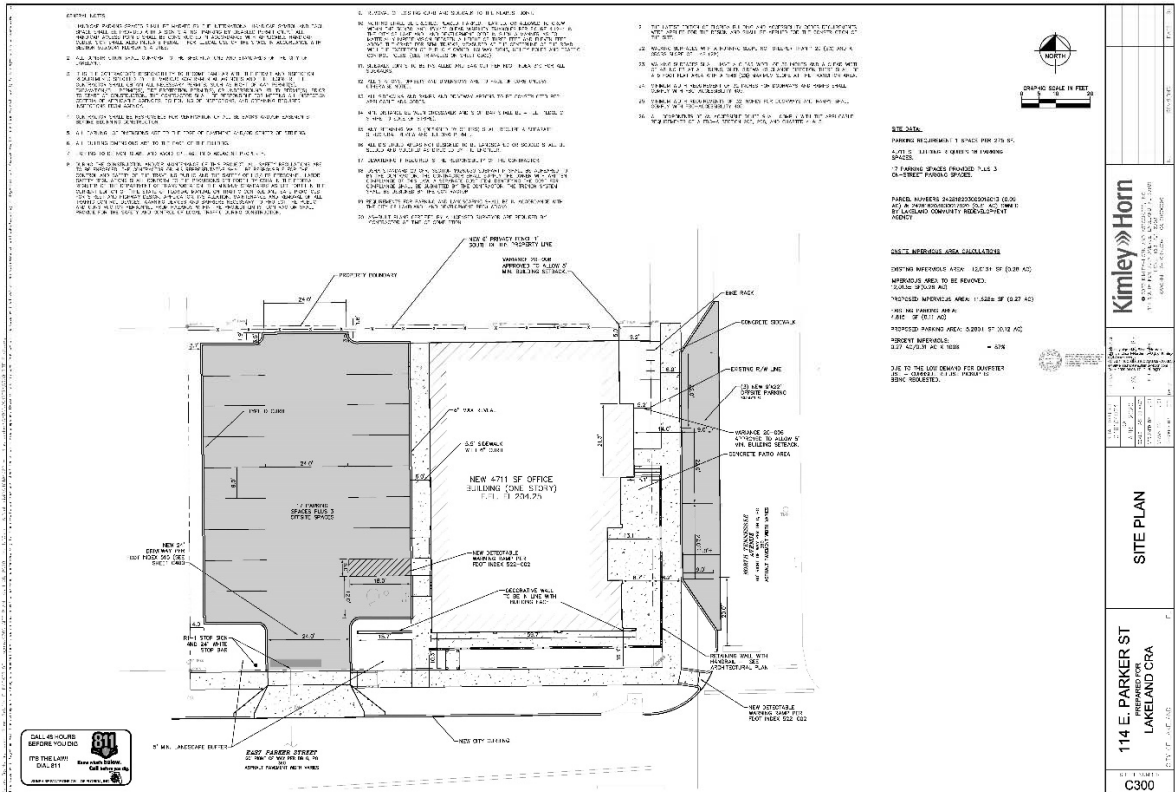
V. Attachments

- Exterior Rendering
- Site Plan
- Floor Plan
- Mass Market Area Plan

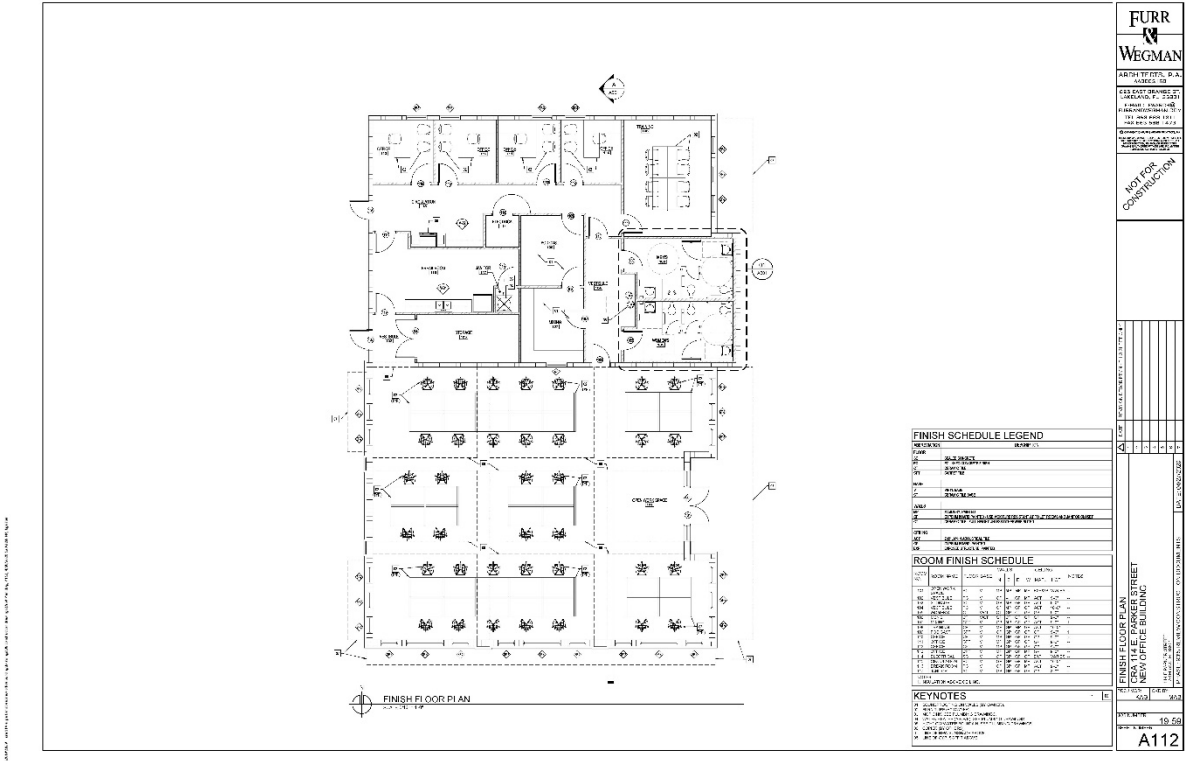
Conceptual Exterior Rendering



Site Plan



Floor Plan



Mass Market Area Plan





228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board
From: Iyanna Jones, CRA Project Associate
Through: Alis Drumgo, CRA Manager
Date: June 4, 2020
Re: Commercial Business Partner Status Update

I. Background:

On May 7, 2020, the CRA Advisory Board requested an update from Staff regarding the status of CRA Business Partners during the COVID-19 pandemic. A survey, comprised questions included in a recently issued questionnaire by Bridge Local, was conducted to obtain pertinent business information from commercial partners and recent grant recipients. Nine out of eleven businesses responded.

II. The Findings

Based on the information collected, all the businesses were doing well prior to COVID – 19. The questions that were asked during the survey are as follows.

1. How was business prior to COVID-19?
 - A. Stable
 - B. Booming
 - C. Challenging
 - D. On decline
 - 4 of the 9 respondents said business was booming
 - 4 of the 9 respondents said business was stable
 - 1 of the 9 respondents said business was in between both booming and stable
2. Has your business experienced employee furloughs or layoffs during the pandemic?
 - 3 of the 9 respondents said business experienced furloughs

- 6 of the 9 respondents said business did not experience furloughs
- Has COVID-19 affected business revenues? If yes, by what percentage?
 - 100%- 75%
 - 75% - 50%
 - 50% - 25%
 - 25% - 0%
 - 5 of the 9 respondents said business was affected by 100 – 75%
 - 2 of the 9 respondents said business was affected by 75 – 50%
 - 1 of the 9 respondents said business was affected by 25 – 0 %
 - Did you apply for any business assistance grants during the pandemic?
 - 7 out of 9 respondents said that they applied for grants
 - 2 out of 9 respondents said that they did not applied for grants
 - Have you received any COVID-19 business assistance grants?
 - 6 out of the 9 respondents said they received business assistance grants
 - 3 out of the 9 respondents said they have not received business assistance grants
 - What is your monthly revenue from January through May 2020?
 - 5 out of 9 respondents provided their monthly revenues from January through May 2019.

