

MEMORANDUM

TO: **Real Estate & Transportation Committee**
Commissioner Don Selvage, Chairman
Commissioner Justin Troller
Commissioner Phillip Walker

FROM: City Attorney's Office

DATE: May 16, 2016

RE: **Lease Agreement between Lakeland Community Redevelopment Agency and Haus Management, LLC for the Lease of Portions of 820 and 830 N. Massachusetts Avenue**

Attached for your consideration is a Lease Agreement between the Community Redevelopment Agency (CRA) and Haus Management, LLC for the lease of portions of both 820 and 830 N. Massachusetts Avenue. 820 N. Massachusetts Avenue is an approximately 15,600 square foot warehouse building being redeveloped by the CRA in conjunction with the former Salvation Army property immediately to the north. 830 N. Massachusetts Avenue previously served as the Salvation Army's Center of Hope. Haus Management will be leasing 7,200 square feet in 820 N. Massachusetts Avenue and 4,800 square feet in 830 N. Massachusetts Avenue. Haus Management plans to use 820 N. Massachusetts for event space and 830 N. Massachusetts as a business office and shared office space for various "creatives" who work with them on a regular basis.

Under the lease, Haus Management will lease the subject space for an initial term of five (5) years. The initial term will begin upon the later of the completion of the renovations currently underway pursuant to a contract between the CRA and Strickland Construction or June 1, 2017. Haus Management anticipates making in excess of \$100,000 of tenant improvements to the leased space. No rent shall be due for the first year of the initial term. Rent for the second year of the initial term will be 2.5% of the gross monthly rental received by the lessee for the event space. Rent for the remainder of the initial term will be 5% of the gross monthly rental received by lessee for the event space, but in no event will the rent plus property taxes exceed 7.5% of the gross annual rental for the event space.

Provided they are not in default, Haus Management will have the option to extend the lease for an additional five (5) year term, with rent for the first renewal term increasing to 7.5% of gross monthly rental received by lessee, but in no event will the rent plus property taxes exceed 10% of the gross annual rentals for the first renewal term. Haus shall also have the option to extend the lease for a second five (5) year renewal period. Rent for the second renewal term will be at a rate mutually agreeable to the parties. In the event the parties are unable to come to an agreement, a State of

Florida licensed real estate appraiser will be retained to determine the fair market rent for the second renewal term.

Haus will be responsible for all utility charges for the leased space and all property taxes subsequent to 2017, subject to the caps specified above. Haus will indemnify the CRA and provide commercial general liability insurance of \$1,000,000, naming the CRA as an additional insured. Except for structural repairs, internal plumbing and wiring, and the HVAC system, Haus will be responsible for all maintenance and repairs.

The CRA Advisory Board considered this item at its March 2016 meeting and voted to recommend approval of a lease with Haus Management, LLC. It is recommended that the City Commission, acting as the Community Redevelopment Agency, approve the attached lease with Haus Management, LLC for the lease of 7,200 square feet at 820 N. Massachusetts Avenue and 4,800 square feet at 830 N. Massachusetts Avenue and that the appropriate CRA officials be authorized to execute the lease.

PCD

attachments

LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease") is made and entered into this ___ 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:

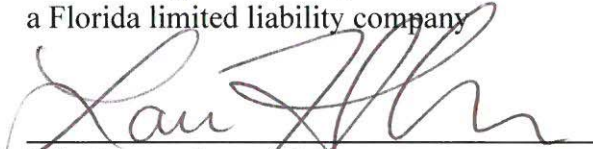
By: _____
Kelly S. Koos, City Clerk

Witness 2: Approved as to form and correctness:

By: _____
Timothy J. McCausland, City Attorney

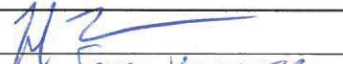
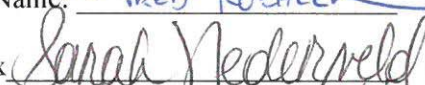
LESSEE:

Haus Management, LLC,
a Florida limited liability company



Print Name: Laura Helm

Title: Manager

Witness #1 x	
Witness #1 Name:	FRED KOEHLER
Witness #2 x	
Witness #2 Name:	Sarah Nederveld

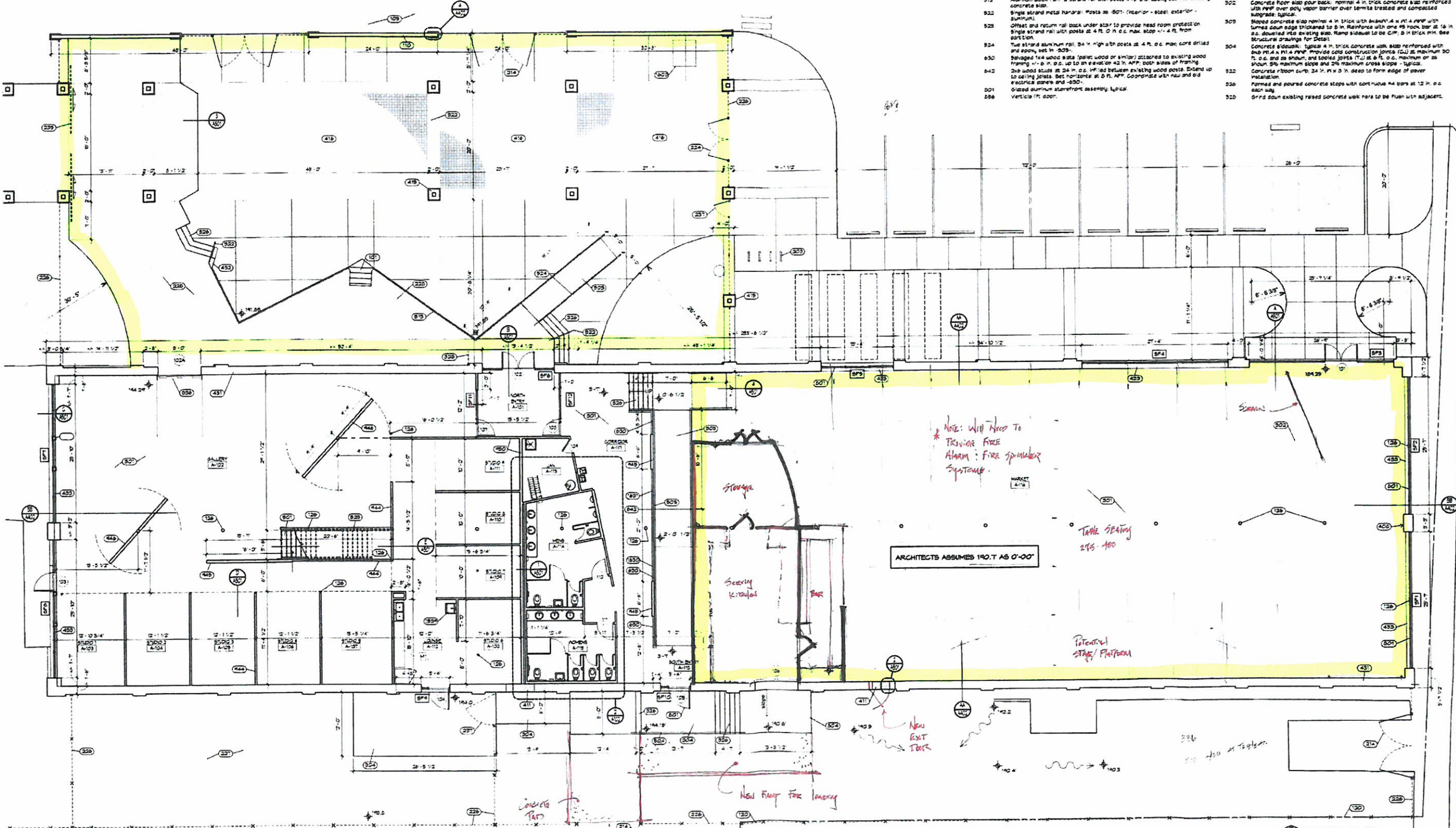
Event Space

A101 SHEET NOTES / NUMBERS MAY NOT BE CONSECUTIVE

- 444 Interior partition: 8' 0" x 20 gauge galvanized metal studs at 16" o.c. with 5/8" gypsum sheathing both sides. Finish as scheduled. Construct to underside of steel beam (or wood deck) mezzanine framing.
- 445 Interior partition: 6" x 10 gauge galvanized metal studs at 16" o.c. with 5/8" gypsum sheathing both sides. Finish as scheduled. Construct to underside of roof ceiling joist.
- 446 Movable interior partition.
- 450 2 hour rated wall assembly: U-Design No. 414 or equal. 3' 0" x 12 gauge galvanized metal studs at 16" o.c. with 2 layers of 5/8" gypsum sheathing both sides up to underside of roof deck. Metal sound batt insulation full height.
- 452 Utility sink to be relocated from kitchen building. Clean and provide new faucet and fittings.
- 453 Proposed location of Lakeland Electric transformer.
- 454 Salvaged electrical panels to be re-installed here (no active - decorative only) as coordinated with architect.
- 455 Main electrical panels - exposed. Coordinate exact location with architect.

- 406 Existing brick plaster.
- 411 With existing covering with CMU. Finish exterior with brick to match existing. At interior, masonry existing.
- 415 Masonry column 2 ft. square with 1/2" stucco and brick veneer finish as detailed.
- 416 Brick paver set over well compacted sand base, 3" thick.
- 418 Existing brick cavity wall (1/2" thick). Interior to be painted. Exterior to be cleaned and sealed after removal of all plaster - typical.
- 422 Existing foundation wall to remain. 6" m. cast in place CMU where CMU removal occurred.
- 423 Masonry mullion at 8' 0" - 411 - except only 8" in. APF. As exterior provide sloping brick sill. At interior finish with 1/4" clear stain finish.
- 431 Stone per stair with concrete filled treads and open riser. Guardrail shall be square tube with horizontal stainless steel cable rail with offset round handrail. Steel cable handrail/guardrail system.
- 432 Aluminum railing: two strands railing 3/4" high with posts 4 ft. o.c. max. core drilled and epoxy set into existing concrete.
- 433 Rail mounted handrail.
- 434 Aluminum dock rail: 2 strands rail with posts 4 ft. o.c. Epoxy set into existing concrete slab.
- 435 Single strand metal handrail: Posts 24" - 30" (interior - steel exterior - aluminum).
- 436 Offset and return rail back under stair to provide head room protection. Single strand rail with posts at 4 ft. o.c. max. stop 1/4" 4 ft. from partition.
- 437 Two strand aluminum rail: 3/4" high with posts at 4 ft. o.c. max. core drilled and epoxy set in - 433.
- 438 Salvaged teak wood gate (paint, wood or similar) attached to existing wood framing 1/2" o.c. up to an elevation 42" APF, both sides of framing.
- 442 Two wood studs at 24" o.c. nailed between existing wood posts. Extend up to ceiling joists. Set horizontal at 0 ft. APF. Coordinate with new and old. 0-gal. aluminum storefront assembly, typical.
- 451 Vertical 1/2" door.

- 101 Existing concrete slab.
- 102 Existing asphalt paving to remain.
- 103 Existing masonry screen wall to remain. Protect from damage. Pressure wash and re-seal.
- 104 Existing metal fence to remain, as noted.
- 105 Existing steel column to remain.
- 106 Drive Rack: 1 1/2" aluminum tube ring (25 x 26 x 27) set in concrete footing. Pair of 6 ft. high x 6 ft. wide gates.
- 107 Pair of welded wire fabric fence gates, 6 ft. high x 4 ft. wide.
- 108 Preformed welded wire fabric fence, 6 ft. high. Typical unless noted otherwise.
- 109 Landscaped area, see landscape plan.
- 110 Existing concrete loading dock to remain. Pressure wash all surfaces and repair face of foundation wall.
- 111 3 ft. 0 in. wide PVP sliding gate to match - 106.
- 112 4 ft. wide x 6 ft. high welded wire fabric gate. Provide with hardware to lock.
- 113 Existing concrete slab: prep for new floor finish as scheduled.
- 114 Concrete floor slab pour back: nominal 4 in. thick concrete slab reinforced with PVP over poly vapor barrier over terra treated and compacted subgrade, typical.
- 115 Sloped concrete slab: nominal 4 in. thick with 6" x 6" x 1/4" PVP with turned down edge thickened to 8 in. Reinforce with one #9 rebar at 16 in. o.c. dovetailed into existing slab. Ramp sidewalk to be 2 in. 8 in. thick min. See structural drawings for details.
- 116 Concrete sidewalk: typical 4 in. thick concrete with slab reinforced with 6" x 6" x 1/4" PVP. Provide cold construction joints (CJ) at maximum 30 ft. o.c. and at shown, and locked joints (LJ) at 6 ft. o.c. maximum or as shown. 1/4" maximum slope and 2% maximum cross slope - typical.
- 117 Concrete ribbon curb: 24 in. x 6 in. deep to form edge of paver installation.
- 118 Formed and poured concrete steps with continuous #4 bars at 12 in. o.c. each way.
- 119 Grind down existing raised concrete walk here to be flush with adjacent.



KCMH architects

KIRK CURTIS MUNDY HUNNICUTT ASSOCIATES ARCHITECTS INC.

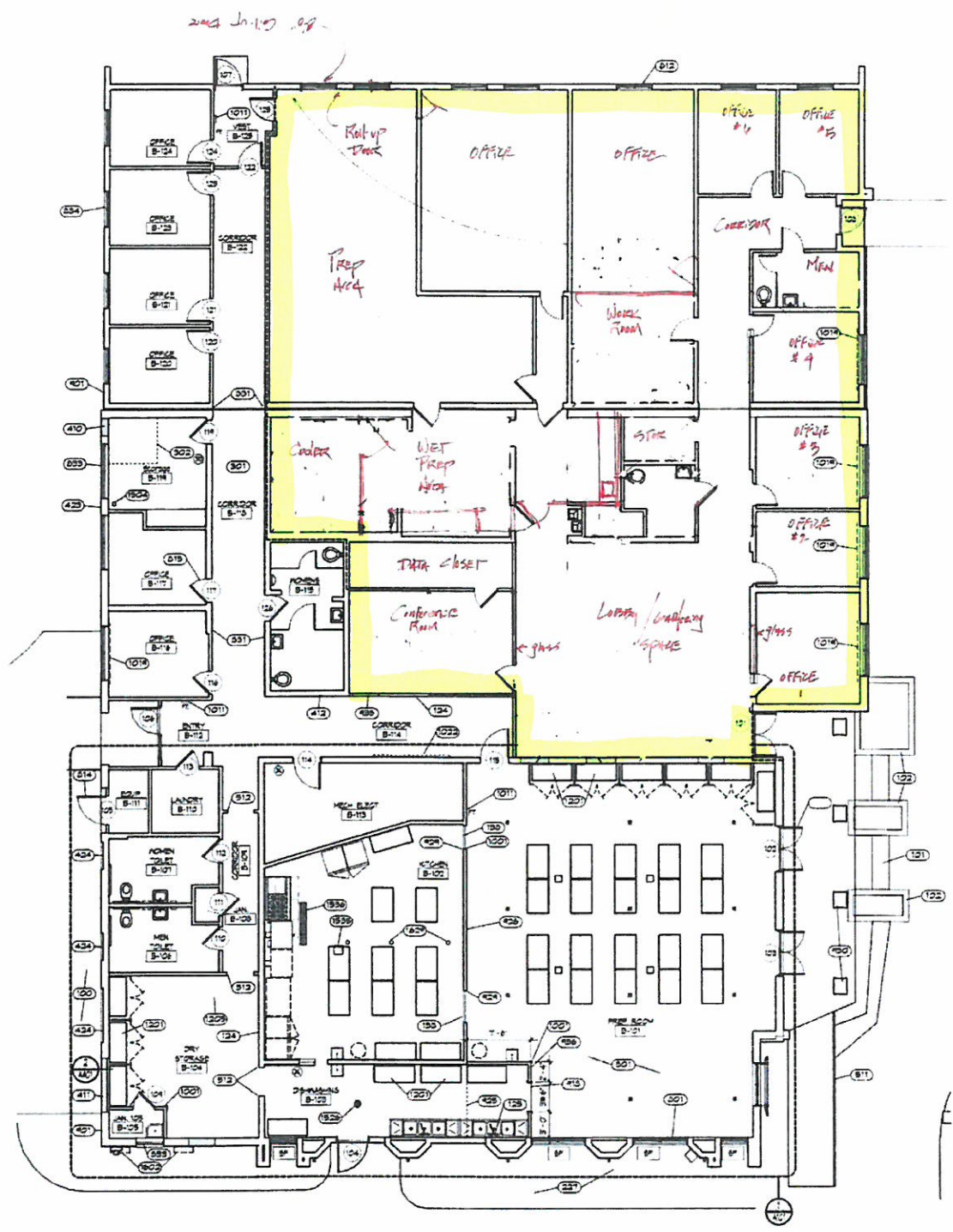
PASTORAL BLDG. 1000 N. UNIVERSITY AVENUE SUITE 1000
GAINESVILLE, FLORIDA 32601
TEL: 352.336.1111 FAX: 352.336.1112

**MASS MARKET-BUILDING RENOVATION
CITY OF LAKELAND MIDTOWN CRA
820 MASSACHUSETTS AVENUE
LAKELAND, FLORIDA 33801**

OVERALL FLOOR PLAN

CONSTRUCTION 1.11.16
ARCHITECT 1.11.16
REVISION
CREATED BY

A101
15032A



LEGEND WALL
1/8" = 1'-0"
 - - - - - NOTATES EXISTING WALL TO REMAIN
 NOTATES EXISTING WALL TO BE REMOVED
 = = = = = NOTATES NEW WALL / PARTITION OR PARTITION IN-PL

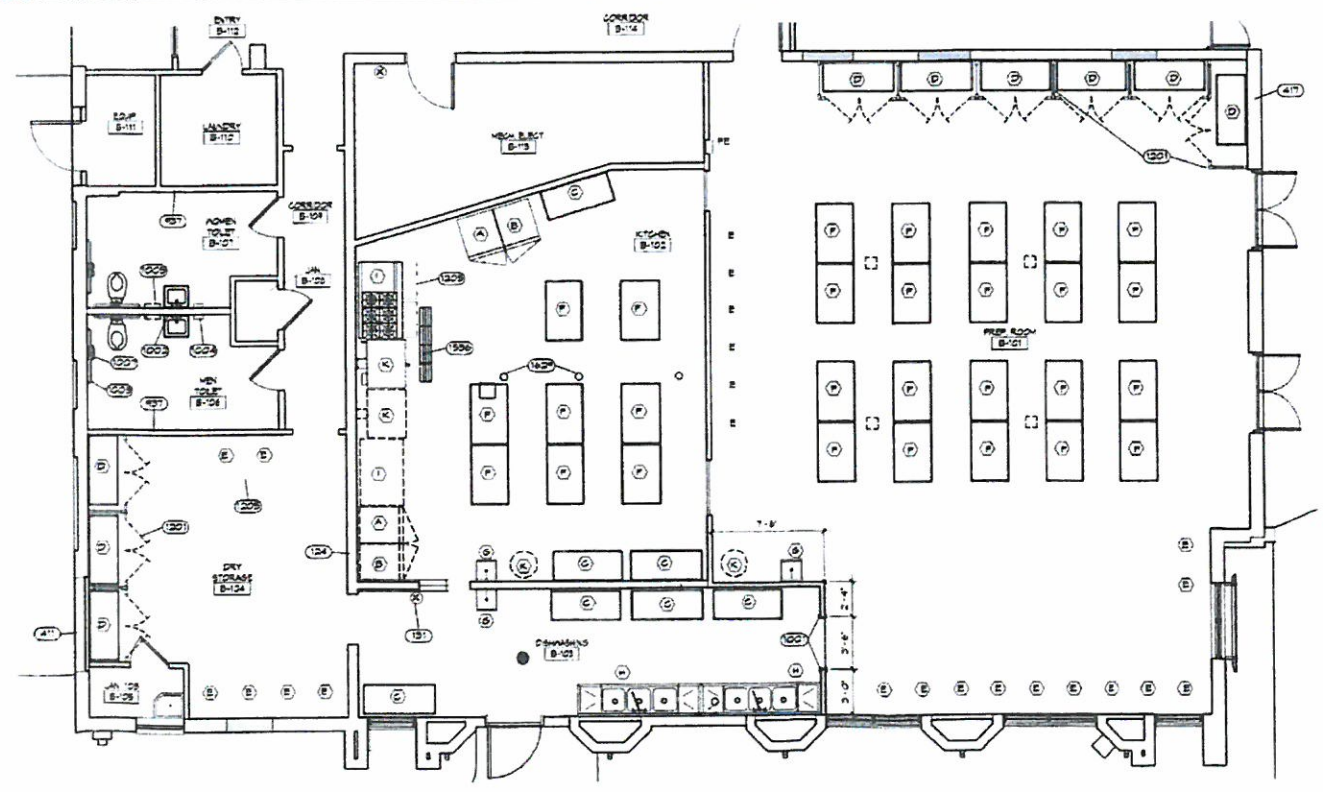
FIRST FLOOR PLAN
1/8" = 1'-0"

EQUIPMENT SCHEDULE NOTE BY SYMBOL (A)

MARK	DESCRIPTION	PROVIDED BY	MFS	REQ. UTILITY	REMARK
A	REACH IN REFRIGERATOR	TENANT / INSTALLED BY TENANT	X	ELECTRIC	X
B	REACH IN FREEZER	TENANT		ELECTRIC	
C	STORAGE RACK	TENANT		NONE	
D	DRY STORAGE UNIT / RACK	TENANT		NONE	
E	CLIENT REFRIG./FREEZER	TENANT		ELECTRIC	
F	PREP. TABLE (40 X 30")	TENANT		NONE	
G	HAND SINK	OWNER	SEE PLUMBING DRAW	WATER - H/C	(2) EXISTING - (1) NEW
H	3 - COMPARTMENT SINK	OWNER	SEE PLUMBING DRAW	WATER - H/C	
I	CONVECTION OVEN	TENANT		ELECTRIC	
J	RANGE OR COOKTOP	TENANT		ELECTRIC	
K	TRASH RECEPTACLE	TENANT		NONE	

GENERAL NOTES:
 1. CONTRACTOR TO COORDINATE WITH OWNER BEFORE ALL UTILITY ROUGH-IN AT OWNER PROVIDED EQUIPMENT TO CONFIRM PROPER SIZE AND CONNECTION OF UTILITY SERVICE.
 2. PROVIDE ALL EQUIPMENT WITH ALL MFS, REQUIRED ACCESSORIES.

- 100 Existing concrete sidewalk
 101 Existing concrete steps
 102 Existing planter. Remove all debris, plant material and top 3 in. of soil.
 103 Existing interior partition to remain - typical unless noted otherwise.
 104 Existing interior partition to be patched/ finished as associated with demolition activity.
 105 Remove existing fire extinguisher - typical.
 106 Existing marble threshold to remain.
 107 Existing concrete slab/ prep for new floor finish as scheduled.
 108 Concrete floor patch: nominal 4 in. thick concrete slab reinforced with #4 over poly vapor barrier over compacted subgrade. Typical.
 109 At existing opening: fill with CMU and finish with 3/4 in. cement stucco. Set perimeter casing bead and caulk joint joint.
 110 If/ existing opening with CMU, finish exterior with brick to match existing (brick shall be painted). At interior, match existing.
 111 Existing interior CMU wall. Paint as scheduled.
 112 Existing brick veneer to remain unpainted. Clear surface.
 113 Existing brick veneer to be painted; color as selected by Architect. Not all brick veneer at kitchen building is to be painted. Coordinate with #171.
 114 If/ existing void at brick veneer with new brick and paint.
 115 Existing wall opening to be filled with 2x6s to CMU interior finish to be gypsum sheathing to match adjacent. See Schedule for Finish.
 116 Existing door handle to remain. Remove existing attachment bolts and reset with epoxy for secure attachment to concrete and repair.
 117 At existing hollow metal frame, ponds frame at hardware cut-outs and repair.
 118 Glazed aluminum storefront assembly, typical.
 119 Aluminum horizontal slider window with tempered glass.
 120 Existing hollow metal door and frame. Clean, prep and paint.
 121 Existing prefinished wood door in hollow metal frame. See Hardware Schedule for new hardware.
 122 At removal: patch/ if/ gypsum sheathing. Texture to match adjacent and paint - typical.
 123 Existing window to remain. Clean all surfaces; hold and out; typical unless noted otherwise.
 124 Replace all broken glazing at existing windows to match existing - typical.
 125 Existing exterior building wall; typical - repair.
 126 Interior frame partition: 3 1/2" x 20 gauge galvanized metal studs at 16 in. o.c. with gypsum drywall each side 5/8" as scheduled.
 127 2 in. urea formaldehyde treated with beveled edges.
 128 Remove edge tile as needed to provide a clean edge to install new quarry tile.
 129 Patch/ repair gypsum sheathing where chair rail was removed around perimeter of room.
 130 Repair/ replace damaged gypsum board ceiling. Finish as scheduled.
 131 Existing concrete canopy. Repair all surfaces.
 132 Partition into metal studs sized to match existing with interior frame partition: 3 1/2" x 20 gauge galvanized metal studs at 16 in. o.c. with moisture resistant gypsum each side. Metal PRP over gypsum as scheduled.
 133 Toilet room wall repair: at tile removal patch and repair wall with moisture resistant gypsum sheathing and paint.
 134 Corner guards as specified at all outside corners. At openings provide at both corners - typical.
 135 Framed 10 x 36 mirror centered over wall hung lavatory - typical. Mount with bottom of frame at 34 in. AFF (1 in. minimum above lavatory).
 136 Provide pair of horizontal grab bars adjacent to toilet coast - typical at each accessible toilet stall. Provide 42 in. long grab bar on side wall located 12 in. from rear wall and 36 in. bar on rear wall set 4 in. out of corner of room. Mount both at 34 in. AFF.
 137 Wall mounted soap dispenser.
 138 Wall mounted paper towel dispenser (provided by owner; installed by contractor).
 139 Wall mounted paper towel dispenser (provided by owner; installed by contractor).
 140 Fire extinguisher (FE) in semi-recessed cabinet - typical as indicated. At existing CMU cabinet shall be surface mounted.
 141 Manual roller shade at all exterior openings (except doors) and as noted.
 142 Existing taskboard to remain. Clean and remove all paper.
 143 Tenant provided furnishings.
 144 Tenant provided equipment. Contractor to coordinate with owner for installation.
 145 Fire protection sprinkler riser.
 146 Existing floor drain.
 147 Existing floor sink.
 148 Existing floor drain.
 149 Existing exterior electric panels.
 150 Existing electrical floor boxes to remain.



ENLARGED KITCHEN PLAN
3/16" = 1'-0"

KCMH architects
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YOUR PRO KITCHEN - TENANT FIT UP
 LAKELAND MIDTOWN CRA
 830 MASSACHUSETTS AVENUE
 LAKELAND, FLORIDA 32801
 OVERALL FLOOR PLAN

REVISIONS
 CORRECTIONS 1.11.18
 APPROVAL
 REVIEW
 CREATED BY

A101
15032B

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

JOB TENANT improvement - Budget SHEET NO. OF CALCULATED BY DATE CHECKED BY DATE 3.2.14 SCALE

MASS MARKET - 820 N. MASS

Proposed BAR/SERVING KITCHEN/STORAGE

(+/- 20 x 50) = 1400 SF

- NEW EXIT DOOR
• NEW CONCRETE WALK/RAMP
• FIRE SPRINKLER SYSTEM
• FIRE ALARM SYSTEM

\$60,000
\$6,000
\$8,000
\$50,000
\$20,000

REQ FOR ASSEMBLY

\$144,000

KITCHEN BUILDING - 830 N. MASS

Proposed OFFICE/CONFERENCE ROOM/FLORIST STUDIO

+/- 400 SF

\$200,000

WALK-IN COOLER

15,000

\$215,000

\$359,000 ESTIMATE

See also:

Scope of Work contained in Contract between Lakeland CRA and Strickland Construction, Inc. dated April 4, 2016.