

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: December 18, 2023
RE: Local Government Comprehensive Planning Certification Program Agreement with the Florida Department of Commerce to Renew the City's Designation as a Certified Community

Attached for your consideration is a certification agreement between the City of Lakeland and the Florida Department of Commerce ("Commerce") that renews the City's designation as a Certified Community under the State's Local Government Comprehensive Planning Certification Program ("Certification Program"). This agreement reaffirms Lakeland's status as one of a select number of local governments to be designated as a Certified Community, a distinction Lakeland has held since July 2004.

To be eligible for designation as a Certified Community pursuant to Section 163.3246, Florida Statutes, a local government must demonstrate a record of effective adoption, implementation, and enforcement of its comprehensive plan, an exceptional level of planning expertise, and a commitment to further exemplary planning practices. Local governments designated as Certified Communities require less oversight from state and regional authorities in the comprehensive plan amendment process.

The City and Commerce's predecessor agency, the Florida Department of Economic Opportunity ("DEO"), previously renewed their written agreement designating the City as a Certified Community on March 26, 2012. Since that time, the City has continued to meet the eligibility criteria for certification under the Certification Program and complied with annual reporting requirements.

Following the reorganization of DEO, Commerce notified the City of the need to renew the certification agreement and coordinated with City staff to update the agreement and attachments. The substantive changes include an amended Certification Area Boundary Map (Exhibit "B") and updated Baseline Conditions and Community Development Goals (Exhibit "D").

It is recommended that the City Commission approve the Local Government Comprehensive Planning Certification Program Agreement with Commerce and authorize the appropriate City officials execute all necessary documents to finalize the renewal.

Attachment

LOCAL GOVERNMENT COMPREHENSIVE PLANNING
CERTIFICATION PROGRAM AGREEMENT

THIS CERTIFICATION AGREEMENT (hereinafter the “Agreement”) is made and entered into between the Florida Department of Commerce (“Commerce”) and the City of Lakeland, Florida (“City”). The parties that enter into this Agreement may be referred to collectively as the (“Parties”).

WITNESSETH:

WHEREAS, pursuant to Section 163.3246, Florida Statutes, the Legislature authorized Commerce to undertake the Local Government Comprehensive Planning Certification Program (hereinafter referred to as the “Certification Program”); and

WHEREAS, to be eligible for designation as a Certified Community, a local government must demonstrate a record of effective adoption, implementation, and enforcement of its comprehensive plan, an exceptional level of planning expertise, and a commitment to further exemplary planning practices; and

WHEREAS, on or about January 29, 2003, the City submitted a written application for designation as a Certified Community; and

WHEREAS, Commerce reviewed the application and determined that the City met the criteria for designation as a Certified Community; and

WHEREAS, based on the City having demonstrated compliance with the eligibility requirements of the Certification Program, Commerce¹ entered into a written agreement with the City on July 2, 2004, designating it as a Certified Community; and

WHEREAS, on or about March 26, 2012, the Parties subsequently entered into a joint agreement reaffirming the City’s designation as a Certified Community; and

WHEREAS, the City continues to meet the eligibility criteria for certification under the Local Government Comprehensive Planning Certification Program; and

WHEREAS, the purpose of this Agreement is to reaffirm and renew the City’s designation as a Certified Community that has continued in good faith to comply with all original conditions of the previous certification agreements, to continue to certify the geographic area where the City commits to direct growth pursuant to certain objectives set forth herein, and where Commerce agrees that there will be less state and regional oversight of the City’s comprehensive plan amendment process.

NOW, THEREFORE, in consideration of the undertakings contained herein and the benefits to accrue to the Parties, the receipt and sufficiency of which are hereby acknowledged, the City and Commerce agree as follows:

¹ On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references to “Department of Economic Opportunity” or “DEO” were hereby replaced with “Florida Department of Commerce” or “Commerce” as appropriate.

SECTION 1: Designation as a Certified Community. The City of Lakeland, Florida, is hereby designated as a Certified Community pursuant to Section 163.3246, Florida Statutes. The City's designation as a Certified Community (hereinafter referred to as the "Designation") shall be contingent upon the terms set forth herein.

SECTION 2: Basis for Designation. Commerce designates the City as a Certified Community based upon the Application received on January 29, 2003, and the additional information received on June 11, 2003 and annually thereafter, which materials are incorporated by reference as if fully set forth herein.

SECTION 3: Certification Boundary. The City's Certified Community designation shall be effective within the boundaries of the City of Lakeland (hereinafter referred to as the "Certification Area") as of the effective date of this Agreement, excluding the lands within the Green Swamp Area of Critical State Concern (ACSC). These boundaries are depicted on Exhibit "B", which is attached hereto and incorporated by this reference as if fully set forth herein. Changes to the Certification Area Boundary shall only be accomplished by Comprehensive Plan amendment and shall be subject to review by Commerce prior to adoption by the City pursuant to Section 10(B) herein. The Parties shall amend this Agreement on an annual basis in conjunction with the annual reporting requirement set forth herein as necessary to identify any changes to the Certification Area boundary map. In the event of a conflict between the Certification Area identified in the City's adopted comprehensive plan and Exhibit "B" attached hereto, the former shall control. After a Joint Planning Agreement has been executed by Lakeland and Polk County and is in effect, the Parties hereto agree to revisit the Certification Agreement and consider amending the Certification Boundary.

SECTION 4: Annual Capital Improvement Plan Update. The City shall annually update its Capital Improvement Plan consistent with its Comprehensive Plan and Chapter 163, Part II, Florida Statutes, and shall demonstrate same as needed.

SECTION 5: Visioning Plan. The visioning plan required by Section 163.3246(5)(d), Florida Statutes, is set forth as the City's Vision Statement in Exhibit "C", which is attached hereto and incorporated by this reference as if fully set forth herein.

SECTION 6: Baseline Conditions and Community Development Goals. The City and Commerce have identified certain Baseline Conditions and Community Development Goals in the Certification Area as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The City shall annually measure these Baseline Conditions in the Certification Area and report same to Commerce for purposes of gauging progress toward achieving the stated Community Development Goals.

SECTION 7: Work Program. The City has identified a Work Program in Exhibit “E”, attached hereto and incorporated herein by reference, setting forth specific planning strategies and projects that shall be undertaken to achieve improvement in the baseline conditions identified in Exhibit “D.” Notwithstanding the incorporation of this work program, the City may undertake additional projects it deems necessary to achieving the objectives of this Agreement without prior approval of Commerce.

SECTION 8: City Commitments. In order to improve the City’s exemplary success and dedication to growth management and comprehensive plan implementation, the City committed to and has completed the following (A-F) as of the previous certification agreement in 2012, unless otherwise provided for in this Agreement or the attachments to the Agreement including the Work Program:

- (A) Land Development Code. The City shall review its adopted Land Development Code to identify land development regulations that restrict compact development. If such regulations are found, the City shall, as part of its work program, draft amendments to reduce restrictions to compact development. Any amendment to the Land Development Code shall be presented to the Planning and Zoning Board and City Commission through the normal public hearing process prescribed by law.
- (B) Alternative Design Codes. The City further agrees to review and amend, as necessary, existing alternative design (or development) codes or adopt new alternative design (or development) codes to encourage desirable densities and intensities of use and patterns of compact development.
- (C) Public Participation. The City shall develop and implement a program to increase public participation in comprehensive planning and land use decision making. This program shall include outreach to neighborhood and civic associations through community planning initiatives.
- (D) Joint Processes for School Coordination. The City shall demonstrate that the Intergovernmental Coordination Element found in Chapter 6 (Responsible and Accessible Government) of its adopted comprehensive plan includes a joint process for coordination between the Polk County School Board and the City, pursuant to Section 163.3177(6)(h)2, Florida Statutes.
- (E) Extra-jurisdictional Effects. The City shall develop a method for addressing the extra-jurisdictional effects of development within the Certification Area. This method shall be integrated by amendment into the Intergovernmental Coordination Element of the City’s Comprehensive Plan.
- (F) Coordination with Water Management Districts.
 - (1) The City shall consult and coordinate with the relevant Water Management District(s) in the preparation and review of any ordinance for adoption in the City’s Land Development Code if the purpose of any such ordinance is to encourage conservation of water resources and/or promote the use of reclaimed water.

- (2) The City shall continue to participate in Polk Regional Water Cooperative, regional water supply workshops, and other training or workshops related to water supply planning.
- (3) The City shall provide the relevant Water Management District with a copy of any annual report prepared for Commerce pursuant to Section 13 of this Agreement, within ten (10) days of its submittal to Commerce. The report shall include a full analysis of the current capacity, the District-permitted volume of the potable water utility, and the amount of water currently being used (annual average daily demand and peak month or maximum demand) and the amount of water needed to serve proposed amendments and developments subject to the City's concurrency review system approved during the year.

SECTION 9: Commerce's Commitments. In order to assist the City in successfully implementing the designation, Commerce agrees to take the following actions:

- (A) Assist the City in identifying funding, including grant funding, which may be utilized in implementing this Agreement.
- (B) Assist the City in coordinating with other local governments, State agencies, and Federal agencies in the implementation of this Agreement.
- (C) To the greatest extent practicable, provide technical assistance and encourage other State agencies to provide technical assistance in the implementation of this Agreement.
- (D) Commerce shall encourage State agencies to timely respond to requests for technical assistance.

SECTION 10: Comprehensive Plan Amendments.

- (A) Plan Amendments Exempt From Regional and State Review. Pursuant to Section 163.3246(9)(a), Florida Statutes, the City shall adopt all comprehensive plan amendments associated with the Certification Area in the manner described in Sections 163.3184 and 163.3187, Florida Statutes, except that state and regional agency review is eliminated. Commerce may not issue any Objections, Recommendations, and Comments Report or a Notice of Intent on such comprehensive plan amendments; however, affected persons, as defined in Section 163.3184(1)(a), Florida Statutes, may file a petition for administrative review pursuant to the requirements of Section 163.3187(5)(a) to challenge the compliance of an adopted plan amendment within thirty (30) days of adoption of the amendment. An adopted plan amendment that is exempt from regional and state review shall not become effective until thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, the amendment shall not become effective until the state land planning agency or the Administration Commission issues a final order determining that the amendment is "in compliance".
- (B) Plan Amendments Subject to Regional and State Review. The following comprehensive plan amendments shall **continue to be subject to full state and regional review** under Sections 163.3184, Florida Statutes:

- (1) Plan amendments that change the boundary of the Certification Area;
- (2) Plan amendments that propose a rural land stewardship area, pursuant to Section 163.3248, Florida Statutes;
- (3) Plan amendments that propose a sector plan, pursuant to Section 163.3245, Florida Statutes;
- (4) Plan amendments that update a comprehensive plan based on an evaluation and appraisal review;
- (5) Plan amendments that impact lands outside the Certification Area;
- (6) Plan amendments that implement new statutory requirements that require specific comprehensive plan amendments;
- (7) Plan amendments that implement the water supply planning requirements pursuant to Section 163.3177(6)(c), Florida Statutes; and
- (8) Plan amendments or that portion thereof that apply to lands within the Green Swamp Area of Critical State Concern.

(C) Process for Submitting Plan Amendments to Department. The City shall submit all comprehensive plan amendments to Commerce with a cover letter that specifically identifies those plan amendments that are exempt or not exempt from Commerce’s review. The City may immediately proceed to adopt exempt amendments identified in Section 10(A) and submit a copy to Commerce for its records. The City shall submit amendments identified in Section 10(B), paragraphs (2), (3), (4), and (8) under the State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes, and the remaining amendments identified in Section 10(B), pursuant to the Expedited State Review process pursuant to Section 163.3184(3), Florida Statutes.

(D) Technical Assistance. In order to achieve effective intergovernmental coordination, the City may seek the technical assistance of state and regional agencies in the review of comprehensive plan amendments and may request comments from state and regional review agencies. Commerce shall encourage such agencies to timely respond to such requests with the requested review and comments. Such requests or the provision of such comments, however, shall not be construed as a waiver of any provision of Section 163.3246, Florida Statutes, or any term of this Agreement.

SECTION 11: Criteria for Evaluating Success of Certification. The criteria for evaluating the success of the Designation are as follows:

- (A) Progress made toward achieving the City’s Commitments as set forth in Section 8 of this Agreement, as detailed in the annual report to be submitted by the City to Commerce pursuant to Section 163.3246(5)(1), Florida Statutes.
- (B) Progress made toward improving the Baseline Conditions and achieving the Community Development Goals set forth in Exhibit “D” by implementing the City’s work program set

forth in Exhibit “E”. The parties acknowledge that the Certification Program is an experimental project and not all strategies, tools, techniques, Work Program components, and the like undertaken by the City in accordance with this Agreement may be successful in ultimately achieving the Community Development Goals of this Agreement. Accordingly, Commerce and the City shall examine changes in the Baseline Conditions in an effort to determine the efficacy of particular planning policies included in its Work Program. The parties may amend this Agreement from time to time to delete portions of the Work Program that are not advancing the goals of this Agreement and may replace same with other tasks and strategies set forth in the Work Program as may be warranted from time to time. So long as the City undertakes the tasks and adopts the strategies set forth herein, the mere failure of one or more tasks to significantly improve the numeric results of the Baseline Conditions shall not be the sole basis for Commerce terminating this Agreement. The City and the Commerce shall from time to time review the conditions set forth in Exhibit “D” to gauge their effectiveness as measurements of the progress toward achieving the goals of this Agreement and revise the same as mutually agreed.

(C) The City’s adoption and implementation of comprehensive plan amendments consistent with the applicable requirements of Chapter 163, Part II, Florida Statutes.

SECTION 12: Monitoring/Reports. By March 15 of each calendar year, the City shall be required to provide Commerce an annual report briefly summarizing the plan amendments adopted during the year, and the progress of the local government in meeting the terms and conditions of this Agreement. Prior to the deadline for the annual report, the City shall hold a public hearing soliciting public input on the progress of the local government in satisfying the terms of this Agreement.

SECTION 13: Effective Date; Duration of Designation. The effective date of this Agreement and the designation of the City as a Certified Community shall be the date this Agreement is last executed by either the City or Commerce. The designation shall be effective for a period of ten (10) years from the effective date of this Agreement, unless revoked or renewed.

SECTION 14: Renewal of Designation. The Commerce may renew the Designation as provided by law.

SECTION 15: Termination of Agreement.

(A) Termination by Department.

- (1) Commerce shall revoke the Designation and terminate this Agreement by written notice to the City if Commerce determines that the City is not substantially complying with the terms of this Agreement, provided however, so long as the City undertakes the tasks and adopts the strategies set forth in the Work Program, the mere failure of one or more tasks to significantly improve the numeric results of the Baseline Conditions shall not be the sole basis for Commerce terminating this Agreement.
- (2) Commerce may also revoke the Designation and terminate this Agreement if the City fails to timely conduct an Evaluation and Appraisal; fails to timely adopt amendments

based on an Evaluation and Appraisal where such amendments have been found “in compliance”.

- (3) Termination shall be effective twenty-one (21) days after receipt of notice by the City. Notice of termination shall state the basis for removing the Designation.
- (4) Prior to revoking the Designation and terminating this Agreement, Commerce shall, except in egregious circumstances or a gross violation of this Agreement, provide written notice of intent to revoke the Designation and terminate this Agreement to the City specifying the following: (i) the City’s failure(s) to meet the terms of this Agreement; (ii) the action required to avoid revocation; and (iii) a date, not less than ninety (90) days from the notice of intent to revoke designation, by which the action to avoid revocation must be taken.
- (5) Notices of intent and revocation shall be provided by hand delivery, express mail, or certified mail, return receipt requested, directed to the Mayor, City of Lakeland, 228 South Massachusetts Avenue, Lakeland, Florida 33801, with copies by regular mail to the City Attorney and the City Community Development Director at the same address, or to such other persons/address as the City may hereafter designate in writing.
- (6) Revocation by the Commerce shall constitute final agency action subject to challenge under Section 120.569, Florida Statutes.

(B) Termination by City.

- (1) The City may terminate this Agreement and effect the removal of the Designation by providing written notice of termination to the Commerce’s Deputy Secretary of the Division of Community Development, Meredith Ivey, at the following address: Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399-4120, or such other person/address as Commerce may hereafter designate in writing.
- (2) Notice shall be by hand delivery, express mail, or certified mail, return receipt requested.
- (3) Termination of this Agreement by the City shall be effective twenty-one (21) days after Commerce receives notice of termination of this Agreement or at such other time as mutually agreed by the parties.

(C) Notice of Termination/Revocation to Agencies. The party that issues a notice of termination of this Agreement shall provide copies of the notice to the Secretary of the Department of Environmental Protection, the Secretary of Transportation, the Commissioner of Agriculture, the Executive Director of the Florida Fish and Wildlife Conservation Commission, the Director of the SWFWMD, and the Executive Director of the Central Florida Regional Planning Council.

SECTION 16: Venue. Venue for any litigation pertaining to this Agreement shall be exclusively in Leon County, Florida.

SECTION 17: Certification of Understanding and Voluntary Execution. The Parties and/or their authorized representatives each certify that they have read and understand the terms and conditions of this Agreement and it is voluntarily executed for the purpose of implementing the Local Government Comprehensive Planning Certification Program as set forth in Section 163.3246, Florida Statutes.

SECTION 18: Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.

SECTION 19: Scope of Authority. This Agreement affects the rights and obligations of the parties under the Local Government Comprehensive Planning Certification Program under Section 163.3246, Florida Statutes. Except as provided in said statute, this Agreement is not intended to determine or influence the authority or decisions of any other regional, state or federal government or agency in the issuance of any permits or approvals which might be required by law for any activity allowed or envisioned by this Agreement.

SECTION 20: Entire Agreement; Amendments. This document contains the entire and exclusive understanding and agreement of the Parties but may be modified from time to time by an instrument in writing signed by the Parties hereto.

SECTION 21: Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of change in any statute or an administrative regulation inconsistent with this Agreement, the statute or regulation shall take precedence.

SECTION 22: Construction of Agreement. All Parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the Parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates below written.

CITY OF LAKELAND, FLORIDA

BY: _____
H. WILLIAM MUTZ, MAYOR

DATE: _____

ATTEST:

KELLY S. KOOS, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

PALMER C. DAVIS, CITY ATTORNEY

DEPARTMENT OF COMMERCE
An Agency of the State of Florida

BY: _____
J. ALEX KELLY, SECRETARY

DATE: _____

Approved as to form and legal sufficiency,
subject only to full and proper execution by the parties

Office of the General Counsel
Department of Commerce

BY: _____
ASHANTI BREEDEN, ASSISTANT GENERAL COUNSEL

APPROVED DATE: _____

EXHIBITS:

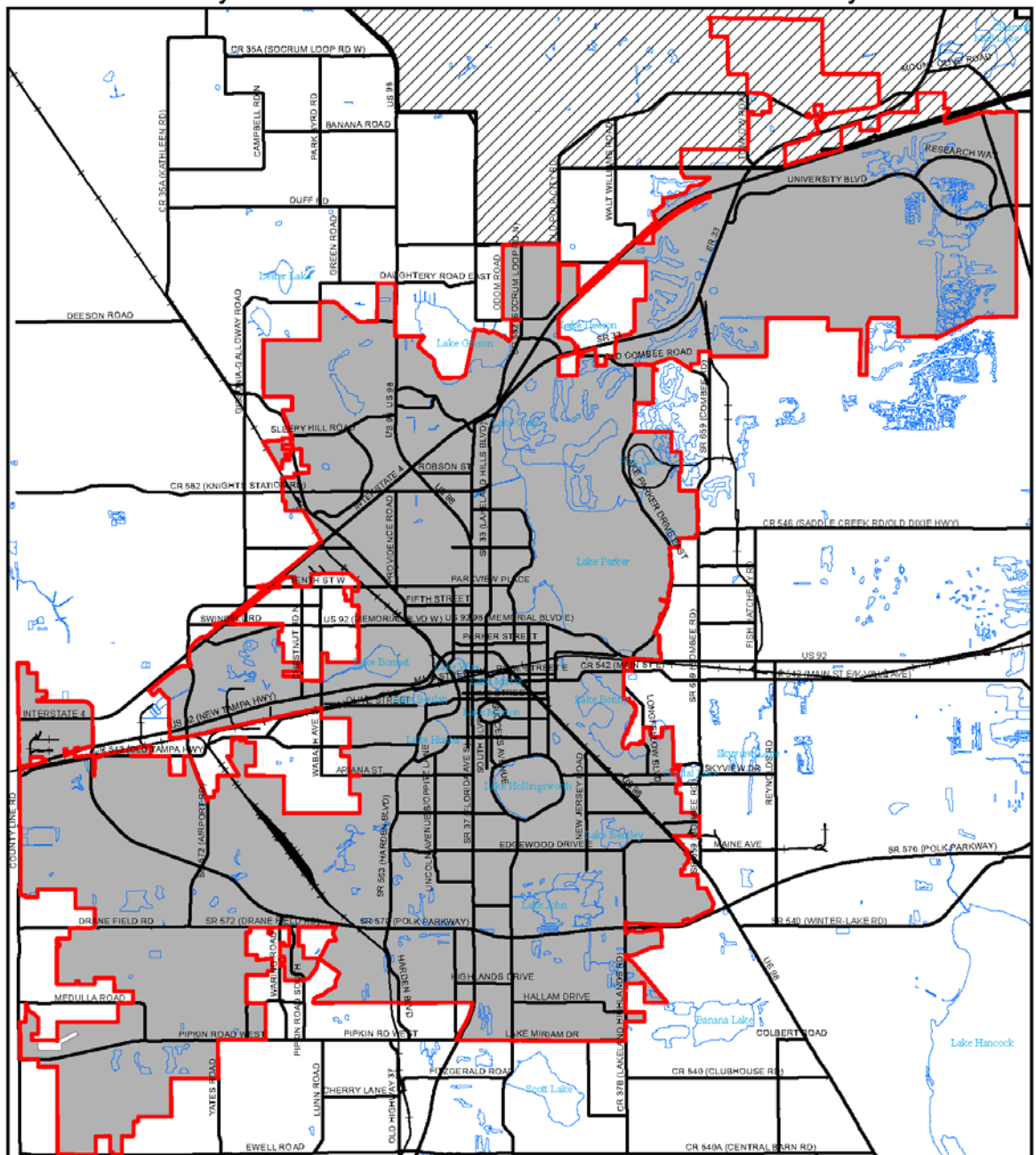
- A. APPLICATION FOR COMPREHENSIVE PLAN CERTIFICATION &
SUPPLEMENTAL INFORMATION (by reference)**
- B. MAP OF BOUNDARIES OF CERTIFIED AREA**
- C. VISION STATEMENT**
- D. BASELINE CONDITIONS AND COMMUNITY DEVELOPMENT GOALS**
- E. WORK PROGRAM TO IMPROVE UPON BASELINE CONDITIONS**

EXHIBIT A

**APPLICATION FOR COMPREHENSIVE PLAN CERTIFICATION &
SUPPLEMENTAL INFORMATION (Copies on file with the City of Lakeland and
Florida Department of Commerce)**

EXHIBIT B: BOUNDARIES OF CERTIFIED AREA

Exhibit B City of Lakeland Amended Certification Area Boundary



SOURCE: LAKELAND COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT, 2023

- Current Lakeland City Limits
Date of Boundary: October 31, 2023
- Lakeland Comprehensive Plan Certification Area
- Green Swamp ACSC - Not Qualified for Certified Area



Path: Z:\Certification\2022\Exhibit B\2022 Certified Boundry_Map.mxd

EXHIBIT C

VISION STATEMENT

(Copies On file with the City of Lakeland and Florida Commerce)

Exhibit “D”

EXHIBIT “D”
Baseline Conditions and Community Development Goals

Lakeland 2023 Baseline Conditions and Community Development Goals

1(a)	Compactness	Goal: Increase the ratio and achieve a ratio of
Resident population/Acres of City land		120,279/48,125.2 = 2.50
1(b)	Compactness	Goal: Decrease the ratio by annexing enclaves and smoothing the City boundary
Miles of City boundary / Square miles of City Land		130.78/75.19= 1.74
2(a)	Residential Density	Goal: 3.0
Resident population/Acres of City Land (Less open space)		120,279/35,459.85= 3.39
Open Space		12,665.35 acres
2(b)	Non-Residential Intensity	Goal: Increase to or maintain at 1.1 or higher
Jobs / Acres of City Land (Less open space)		Full labor force 51,700/35,459.85= 1.46
		Total employed 50,019/35,459.85= 1.41
3(a)	Vehicle Miles Traveled	Goal: Reduce City proportion of the Polk County VMT
Average City VMT for concurrency road network as compared to County VMT, excluding I-4 & Polk Parkway		VMT/Day LPA: 4,265,465 County: 13,133,460 32.48%
Note: the next update for VMT will be presented in the 2028 Report for 2027 Data		
3(b)	Interconnectivity	1. Goal: Reduce sidewalk gaps Central City Area—see target for 3c
Miles of sidewalk gaps in Central City		326.96
		2. Goal: Increase number of site plans requiring transportation system connectivity and/or add new LDR requirements for same.
Number of site plans requiring transportation system connectivity (sidewalk, transit, road or shared use via access mgmt)		29 Site Plans
3(c)	Pedestrian Access	Goal: Increase

Exhibit “D”

Miles of sidewalk (City construction only)		293 Miles	
3(d)	Mass Transit	Goal: Improve	
Average headway for the designated transit routes in the Lakeland area of the LAMTD		65 minutes for a total of 16 routes*	
* Excludes the Citrus Connection’s new Route 21X (Lakeland/Bartow Express – Westside), which connects Mulberry and the unincorporated Willow Oak and Bradley communities to Bartow generally south of the Lakeland Planning Area. Year 2022 headways represent new route structure enacted by the Citrus Connection in October 2022.			
4	Jobs/Housing Balance	Goal: Maintain or Increase	
Employment per square mile / Resident population per square mile		Full labor force $(51,700/75.19)/(120,279/75.19) = 0.43$	
		Total employed $(50,019/75.19)/(120,279/75.19) = 0.42$	
5(a)	1. Housing Mix &	Goal: Maintain minimum 55% owner-occupied	
% Owner-occupied		54%	
% Renter-occupied		46%	
	2. City Assistance in Home Ownership	Goal: Target for annual average for both measures, 2018-2022, at 10 or better.	
5-year average		10	
		12	
Note: Target established to reflect state and federal funding.			
5(b)	Affordable Housing	Goal: Reduce to 2.76	
Average median MSA home price / Average median MSA Household income		$\$267,935/\$56,616 = 4.73$	
5(c)	Number of Substandard Housing Units in City	Goal: Decrease total substandard via City and private housing rehab activity, code enforcement, historic preservation, and CRA related residential redevelopment activities	
Number of substandard single-family dwelling units suitable for rehabilitation			

Exhibit “D”

Number of substandard multifamily dwelling units suitable for rehabilitation			Total number of occupied units without water, kitchen, and/or electric or gas utility heat: = 1.9% or 1,006 units
6	Mixed-Use Development		Goal: Increase total Mixed-Use PUDs and site plans in City
Mixed-Use PUDs and Site Plans in City			82
7	Dedicated Open Space	Goal: Increase acres over 12,668	
Open space = Total acres of conservation, preservation (as of 2015), recreation lands and water (lakes) in City / Acres of City Land			12,665.00/48,125.20 = 26%
8	Education & Recreation Uses in Neighborhoods	Goal: Approve joint use agreements when feasible	
Number of agreements and facilities approved for joint use of public school and City park facilities.			Major agreements = 2 City facilities = 26 School facilities = 12
9a	Per capita water	Goal: Decrease water consumption	
Average kgal/residential accounts & meters/months			3,512,953/49,605/12 = 5.90 See ALSO WMD data below
9b	Per capita energy	Goal: Decrease energy consumption	
Average kwh/residential accounts/months			624,991,256/51,074/12 = 1,020
10	Environmental Protection	Goal: Increase when feasible	
Acres of Conservation and Preservation / Acres of City Land			6624.01/48,125.20 = 13.8%
11	Hurricane Shelters	1.	Goal: Increase when feasible
Number of Shelters			Total shelters = 46
Note: Shelter facilities are no longer limited to high schools only. As updated in 2020, using best/most recent data available, including Census, Shimberg Center, and State Shelter inventory data.			
		2.	Goal: Increase
Total Shelter Capacity			Metro area = 1,400 MSA = 3,700

Exhibit “D”

	3.	Goal: Decrease ratio	
		Residents per Shelter Space	770,019 in MSA/43,817 = 17.57
12	Coordination with School Board	Goal: Increase coordination; increase shared use facility opportunities per Item 8	
		Number of School Board Staff – City Staff coordination meetings per calendar year	At least 5, including annual school summit and quarterly education steering committee meetings

EXHIBIT “E”

Work Program

The City shall implement the following specific planning strategies and projects during the term of this Agreement to achieve improvement in the baseline conditions:

1. Compactness of Growth:
 - a) The City will eliminate existing enclaves and smooth city boundaries, where possible.
 - b) . The City will continue to promote mixed use developments through Land Development Code standards that address urban form, complementary land uses and design for either geographic sectors or districts of the City and/or for new large developments or redevelopments (establish size and/or other thresholds).
 - c) The City will coordinate with the CRA in building out and maintaining the Catalyst 2.0 platform, a web based 3D digital twin that identifies prime locations for investment within Downtown, Dixieland and Midtown CRA districts.

2. Densities and Intensities: The City will educate the development community regarding policies that allow flexibility in Residential Medium and Residential High future land use categories; and policies that allow for higher proportions of mixed use and intensities where special conditions are met either in one of the City’s Community Redevelopment Areas or in other special districts. These areas include:
 - the Garden District Special Public Interest Overlay District;
 - designated Transit Oriented Corridors, and
 - other areas as appropriate.

- a) 3. Multi-Modal Approach & Interconnectivity: Pursue \$30 million in construction funding for the Downtown Lakeland Intermodal Center.
- b) Continue to implement multi-modal transportation level of service standards within the City’s Comprehensive Plan.

Exhibit “E”

- c) Continue to implement adopted access management standards that include provisions for shared driveways, cross access, and pedestrian-friendly site circulation which enhance interconnectivity.
 - d) Through coordination with the Polk County TPO and Polk County Planning, encourage the County to adopt similar or improved access management standards for County roads in urbanized areas.
 - e) Participate in the Polk County Urban Greenway System planning and projects and continue to implement, expand and enhance the City’s Lake-to-Lake Greenway Connector System.
4. Jobs/Housing Mix:
- a) The City of Lakeland will support efforts to recruit and retain employers who offer jobs paying a living wage that supports an ability to afford metro area housing choices.
 - b) Require one or more of the following for new development where agreed to by the local Transit Director, as applicable:
 - 1. transit (bus) system enhancements;
 - 2. safe pedestrian access to transit connections from/to buildings;
 - 3. inclusion within transit district boundaries for new developments, where relevant.Promote transit related projects and programs that provide affordable transportation for residents to access destinations including centers of government, health, employment, shopping and education.
 - c) Through the Memorandum of Understanding between Polk County, the City of Auburndale and the City of Lakeland, actively engage landowners and other stakeholders to promote and implement the Central Florida Innovation District which encompasses Florida Polytechnic University, SunTrax and the Williams Acquisition Holdings Company land.
5. Housing Mix & Affordable Housing:
- a) Leverage City general funds, city-owned parcels and impact fee incentives to increase affordable housing units as defined in F.S. 420.0004(2).
 - b) Enact an ordinance providing for an ad valorem tax exemption for property used to provide affordable housing in accordance with F.S. 196.1979

Exhibit “E”

- c) Preserve existing affordable housing stock through programs including the City’s CDBG, HOME and SHIP Rehabilitation and Reconstruction funding, and compliance with minimum housing standards.
6. Promoting Mixed Use Developments. See program items: 1-5 above.
7. Promoting Dedicated Open Space. The City will continue to require civic open space with new development as provided for in the Land Development Code. In accordance with Conservation Element policies, major wetland systems, especially those connected to streams or surface waters, shall be designated as Conservation land use and/or made set-aside areas and amenities with the development plan approved by the City. The City shall investigate as part of efforts outlined in 1a and 3a above, the ability to codify a requirement for new subdivisions and/or PUDs located 2 or more miles away from an existing City recreational facility, e.g. on the city’s urban edges, to have trails/pedestrian paths and on-site recreation areas (passive and/or recreation). This shall also be required where such amenities can protect on-site environmental systems and simultaneously offer recreational opportunities to future residents.
8. Linking commercial, educational, and recreational uses to residential growth. See items 2, 4, 7 above and item 12 below.
9. Water and Energy Conservation: Implement water conservation strategies that are economically feasible in the legislatively mandated potable water update and through the conditions of approval established between the City and the water management district as regards the City’s request to renew its Consumptive Use Permit for potable water. Use Lakeland Electric utility billing informational flyer inserts to promote awareness of existing City water and electric conservation, audit and “smart energy” programs as well as the City solar program.
10. The City of Lakeland will continue to protect its wellfields via the adopted wellfield protection zone provisions of the Land Development Code. Water conservation measures

Exhibit “E”

as outlined in the Water Conservation Plan will be reviewed and updated as needed with a version included or cited within the Comprehensive Plan’s Conservation Element as part of the statutory update to the Potable Water Element. The City will continue to plan and implement the Lake-to-Lake Connector Greenway system as a means to not only increase pedestrian and bicycle recreation opportunities, but also to increase public access to lakes. The Lakes Management Program will continue to be supported through the City’s adopted five year capital improvements plan and the adopted stormwater utility fee.

11. The City will work with Polk County Emergency Management, the Local Hazard Mitigation Plan Working Group and the Polk County School Board to coordinate information and resources that support public awareness of and access to school-based emergency shelters. This issue shall be included in the review for all proposed new high schools planned within the Lakeland metro area.

12. Coordination With School Board & Shared Use Facilities: Continue to work with the Polk County School Board to pursue urban area schools, including consideration of the use of former commercial centers or other building reuse possibilities. . Continue participation in the annual summit on education issues as required by the Interlocal Agreement on Educational Facility Planning. Continue coordination of City parks and neighborhood planning efforts with school facility planning.