

**From:** [Poirrier, Jennifer](#)  
**To:** [Call, Rosemarie](#)  
**Subject:** Fw: Reconnect Clearwater: Save The Garden Proposal  
**Date:** Wednesday, April 30, 2025 5:56:37 PM  
**Attachments:** [City to Execute - Agreement - Real Property Purchase Sale Agreement - S Garden Ave ROW with Exhibit A Legal Description.pdf](#)

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This as well.

Get [Outlook for iOS](#)

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**From:** Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>  
**Sent:** Wednesday, April 30, 2025 5:53:45 PM  
**To:** Slaughter, Daniel <Daniel.Slaughter@MyClearwater.com>; Margolis, David <David.Margolis@MyClearwater.com>; Matzke, Lauren <Lauren.Matzke@MyClearwater.com>; Williamson, Marcus <Marcus.Williamson@MyClearwater.com>  
**Subject:** Fw: Reconnect Clearwater: Save The Garden Proposal

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**From:** Brooks Gibbs <brooks@brooksgibbs.com>  
**Sent:** Wednesday, April 30, 2025 5:00 PM  
**To:** Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>  
**Subject:** Reconnect Clearwater: Save The Garden Proposal

**CAUTION:** This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Hi Jennifer,  
Please see attached:

- Real Property Purchase & Sale Agreement
- CAD Drawings

Thank you,  
Brooks Gibbs  
Reconnect Clearwater, Inc.  
[www.SaveTheGarden.org](http://www.SaveTheGarden.org)

-----

[www.BrooksGibbs.com](http://www.BrooksGibbs.com)  
All Socials: @BrooksGibbs



2025-4-29\_Garden Memorial Park - Site Plan - No  
SB.pdf

## **REAL PROPERTY PURCHASE AND SALE AGREEMENT**

**PARTIES:** THE CITY OF CLEARWATER, FLORIDA, a Municipal Corporation of the State of Florida whose mailing address is P.O. Box 4748, Clearwater, Florida 33758-3683 (herein "Seller" or "City"), and, RECONNECT CLEARWATER, INC. whose principal place of business is PO BOX 335, Safety Harbor, FL 34695 (herein "Buyer") (each a "Party" and collectively the "Parties") hereby agree that the Seller shall sell, and Buyer shall buy the following real property upon the terms and conditions stated herein ("Contract").

### **1. PROPERTY DESCRIPTION**

- A. The parcel of land generally described as: Exhibit "A" (attached hereto and incorporated herein).
- B. Legally Described as:  
ALL OF THE RIGHT OF WAY OF SOUTH GARDEN AVENUE ABUTTING LOTS 6-11 TOGETHER WITH THAT PORTION ABUTTING THE VACATED 15 FOOT ALLEY LYING BETWEEN LOTS 10 AND 11 OF COURT SQUARE SUBDIVISION AS RECORDED IN PLAT BOOK 5, PAGE 53 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- C. Together with all improvements located therein, but excluding any existing utility improvements or assets owned or maintained by the City.
- D. Referred to herein as the "Property" or "Subject Property" or "the Land."

### **2. PURCHASE PRICE**

The Buyer shall pay ONE MILLION FIVE HUNDRED THOUSAND DOLLARS EXACTLY (\$1,500,000.00).

- A. The Parties agree that this price represents the fair market value of the Subject Property,
- B. The manner of payment shall be via in two installments of SEVEN HUNDRED FIFTY THOUSAND (\$750,000.00) each. Initial payment as deposit in good faith to begin The Project. Balance of SEVEN HUNDRED FIFTY THOUSAND due when construction is completed on or before 36 months after construction commences and The Project is approved to

open by the City. As a federal funds wire in United States currency at the time of closing as more particularly described in this Contract

### **3. PURPOSE**

The Clearwater City Council ("Council") has determined its desire to convey the Subject Property to the Buyer pursuant to the CITY OF CLEARWATER NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA legal notice dated March 5, 2025. The Buyer agrees that while the Subject Property is right of way, the City owns it in fee simple, the sale of this right of way is contingent upon the satisfactory closing of this Contract, and the transfer of interests by Special Warranty Deed.

### **4. AUTHORITY TO EXECUTE NECESSARY DOCUMENTS**

The City Council has authorized the execution of this Contract by the City Manager and has given the City Manager and the City Attorney the discretion to approve the form of a Special Warranty Deed, and to determine if all Seller's closing conditions have been met in their sole discretion.

### **5. TITLE & TITLE EVIDENCE**

- A. The City shall warrant legal capacity to execute a Special Warranty Deed through the appropriate officials, and said Deed shall meet the requirements as described herein. The City shall convey the Property by a Special Warranty Deed. Said Deed shall expressly release any reserved interests in compliance with F. S. S 270.11.
- B. The Parties acknowledge that no formal title search on the Subject Property was performed by either Party, and no title insurance will be obtained for this transaction. As such, the Seller assumes all associated risks regarding claims or encumbrances to title. The Subject Property shall be conveyed to Buyer subject to:

- i. Ad valorem taxes and assessments for the year of Closing and subsequent years, provided the same are not then due and payable;
- ii. Any applicable ordinances governing land use, provided the same permit the existing and Buyer's contemplated utilization of the Land pursuant to those uses approved in the Development Orders;
- iii. All terms contained within any Development Orders issued prior to or subsequent to the execution of this Contract in relation to the Property; and
- iv. Any easements as necessary for all public utilities that exist or may be proposed within the Subject Property, and the improvements related to those easements.

## **6. SURVEY**

Buyer may, prior to the expiration of the Inspection Period as described below, deliver a survey of the Subject Property to Seller ("Survey"), as prepared by a registered Florida land surveyor ("Surveyor"). If the Survey shows any encroachment on the Land, or that improvements located on the Land encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulation, or any other unacceptable matter, including any issue with Buyer's intended use of the Land, the Buyer shall specify the encroachment and notify the Seller that Buyer views said encroachment as a material defect. The Seller shall make commercially reasonable efforts to cure any defect that may be discovered by the Survey, but is under no obligation to expend any funds in so doing, and upon notice from the Seller, that the Seller is unable to cure a survey-related defect, the Buyer may terminate this Contract or accept the Property as-is, where-is, with said defect.

The Survey shall be performed to minimum technical standards of the Florida Administrative Code and may include a description of the Land under the Florida Coordinate System as defined in Chapter 177, Florida Statutes and certified to Seller, Buyer, and any title company, title insurance provider, or lender as required by Buyer.



The Parties may agree to narrow the scope of the City's reservation of a blanket easement for utilities to specific areas as identified in the Survey, but the City maintains the sole discretion to determine whether or not any proposed easement area is sufficient to protect the City's interests in utilities.

#### **7. THIS SECTION INTENTIONALLY DELETED**

This section was intentionally deleted.

#### **8. RESERVATION OF EASEMENT**

The Buyer and Seller agree that the Special Warranty Deed shall contain a reservation of a Blanket Utility Easement to cover all existing or planned utilities located at the Subject Property, which shall terminate upon the City approving, in its sole discretion, the relocation of utilities at the Buyer's expense.

#### **9. FIRST RIGHT OF REFUSAL CLAUSE**

Buyer hereby grants to Seller a right of first refusal to purchase the Property in the event Buyer receives a future bona fide written offer from a third party to purchase the Property, which Buyer is willing to accept, Buyer shall deliver a copy of such offer to Seller. Seller shall have sixty business days from receipt of said offer to notify Buyer in writing of Seller's election to purchase the Property on the same terms and conditions set forth in such offer.

If Seller elects to purchase the Property, the parties shall proceed to close the transaction in accordance with the terms of the third-party offer. If Seller fails to exercise this right within the specified time period, Buyer may proceed to sell the Property to the third party on the same terms, or on terms not materially more favorable to the Seller.

This right shall terminate upon the earlier of: (i) the Seller's written waiver, (ii) failure to timely exercise the right upon notice, or (iii) closing

of the sale to the third party in compliance with this provision.

This right of first refusal shall run with the land and shall bind and benefit the parties and their respective heirs, successors, and assigns.

#### **10. CLOSING PLACE & DATE**

The City shall designate the closing agent ("Closing Agent"). The City may designate the City Attorney's Office to act as the Closing Agent. If the City elects another Closing Agent the City shall bear any associated settlement fee or closing fee, but this shall not be construed to require the City to purchase title insurance or to perform a formal title search. The closing of this transaction ("Closing") shall be completed in the offices of the designated Closing Agent in Pinellas County, Florida on or before 30 days after construction is completed and City issues final approval to open The Project to the public.

Buyer will obtain the necessary building permits to construct The Project on or before December 31, 2026, and will have completed that construction to a degree of beneficial occupancy on or before December 31, 2028, failing which Buyer shall pay Seller an annual extension fee of three hundred thousand dollars exactly (\$300,000.00). If Buyer does not pay the annual extension fee by December 31 of the calendar year preceding the year of the extension, this contract shall be deemed terminated and void.

The Buyer and Seller acknowledge and agree that time shall be of the essence with respect to the performance by the Buyer to pay the Purchase Price, and otherwise fulfill the conditions contemplated in this Contract before the Closing Date. For that reason, the Buyer shall be entitled to pay for up to two extensions as described in the previous paragraph. If the Closing does not occur by December 31, 2028 except in the case of an Event of Default on the part of Seller, the Seller shall have the unilateral right, in its sole discretion, to terminate the Contract without penalty.

## **11. CLOSING DOCUMENTS**

Closing Agent, on behalf of Seller, shall furnish closing statements for the respective Parties. Additionally, the respective Parties shall execute, as applicable, the following closing documents:

- i. Special Warranty Deed;
- ii. Bill of Sale (if applicable);
- iii. Mechanic's Lien and Possession affidavit;
- iv. FIRPTA affidavit;
- v. Corrective instruments that may be required for the conveyance;
- vi. Any other documents as may be required by this Contract, including affidavits regarding property ownership and signature authority of representatives;
- vii. Any other documents reasonably requested by the Closing Agent.

The appropriate representatives of the Parties shall deliver any applicable documents authorizing the sale and delivery of the Special Warranty Deed and certifying the resolution or other documents, setting forth facts showing the conveyance conforms to the requirements of local law.

## **12. CLOSING EXPENSES**

Pursuant to Florida Statutes, 201.24 Seller is exempt from paying documentary stamps on the Deed. Buyer shall pay the cost for documentary stamps if applied to this transaction. Recordation of the Deed shall be performed by the Closing Agent, and any associated expense shall be paid by the Buyer as specified in the closing statement. All other closing costs shall be apportioned in the manner customary for commercial real estate transactions in Pinellas County, Florida.

## **13. PARKING REVENUE**

The Seller and the general public shall be entitled to continue full use of the Subject Property, including the collection of parking revenue, until at least such time as the Seller approves commencement of project construction.

#### **14. OCCUPANCY & LEASES**

Seller warrants that there are no parties in occupancy other than the Seller and certain utility providers. Seller warrants that there are no tenants occupying the Land and that no leases, licenses, or other written occupancy agreements exist, recorded or unrecorded, that would authorize such occupancy or use of the Land. Seller agrees to deliver occupancy of the Land at time of Closing Date, except as otherwise stated herein. At Closing, Buyer agrees to accept the Property with all included improvements, in its existing condition unless otherwise stated herein or in a separate writing.

#### **15. PROPERTY CONDITION**

Buyer acquires this Property As Is, Where Is, With All Faults, and any and all risk and/or liability associated with the Property whether known or unknown is assumed by the Buyer. Seller makes no representations or warranties as to the condition of the Subject Property or any improvement located therein. Any information shared by the Seller in relation to the Property is not to be construed as a representation or warranty.

**A. "As Is, Where Is, With All Faults" with Right of Inspection:** Within 60 days following the Execution of this Contract ("Inspection Period"), Buyer may, at Buyer's sole expense, conduct inspections, tests, environmental and any other investigations of the Land Buyer deems necessary to determine suitability for Buyer's intended use. Upon Seller's execution hereof, Seller shall grant reasonable access to the Land to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that any intrusive sampling of soils and groundwater on the Land shall be conducted only (i) during regular business hours, (ii) with no less than two (2) business days prior written notice to Seller, which notice shall include the proposed scope of work for any such intrusive sampling, and (iii) in a manner which will not unduly interfere with Seller's current use of the Land. Prior to entering the Land or performing any intrusive soil or groundwater sampling on the Land, Buyer shall deliver to Seller a certificate of insurance evidencing that Buyer's consultant has in place and shall maintain during the pendency of work on the Land commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury or death and property damage insurance including coverage for contractual liability covering any accident arising in with the presence of Buyer's consultant, or its subcontractors, agents and representatives on the Land, which

shall name Seller as additional insureds and is written by a reputable insurance company. Any damage to the Land caused by Buyer or its consultants in conducting any such environmental assessment, investigation or review shall be repaired by Buyer at its sole cost and expense. Seller will ensure that throughout the Inspection Period, any existing utilities services required for Buyer's inspections and investigations shall be maintained and not disconnected. Buyer shall not engage in any activity that could result in a mechanics lien being filed against the Land without Seller's prior written consent. In the alternative, at the Buyer's sole discretion, if Seller offers to repair or otherwise remedy such conditions to Buyer's satisfaction, Buyer may accept such offer. If Buyer terminates this Contract, and this transaction does not close, Buyer agrees, at Buyer's expense, to repair all damages to the Land resulting from the inspections and investigations and return the Land to its present condition.

**B. Buyer's Termination:** The Buyer may terminate this Contract by written notice to Seller prior to expiration of the Inspection Period for any reason whatsoever, or for no reason. Upon Buyer's termination of the Contract, the Vacation Ordinance shall be Null and Void.

**C. Buyer's Agreement to Indemnify:** Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) caused by Buyer's inspections or tests permitted under this Contract with respect to conditions created by the Buyer as a result of its inspections. If Buyer elects not to terminate during the inspection period, Buyer's indemnity shall extend to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) related to environmental conditions of the Property, including but not limited to all claims arising under environmental laws. Buyer's obligations under this Section shall survive the termination of this Contract and shall survive the Closing.

**D. Document Delivery.** Seller shall provide to Buyer any and all prior surveys, environmental reports, plans, specifications and contracts associated with the Subject Property, to the extent that Seller possesses them, within ten (10) days of the Buyer's request for such documents.

## **16. FINAL WALK-THROUGH INSPECTION**

At a time mutually agreeable between the Parties, but not later than the day prior to Closing, Buyer may Conduct a final “walk-through” inspection of the Subject Property to determine Compliance with any Seller obligations related to closing conditions and to ensure that all Property is in and on the premises. No new issues may be raised as a result of the final walk-through.

## **17. RISK OF LOSS**

If the Subject Property is damaged by a catastrophic event or other casualty before closing, Buyer shall have the option of either taking the Property “as is”, or Buyer may cancel this Contract. Seller shall have no obligation to repair or rebuild.

## **18. DEFAULT**

A material breach by either Party of any term of this Contract shall constitute an Event of Default. Upon an Event of Default, the aggrieved Party shall promptly notify the other Party of the basis for concluding that an Event of Default has occurred. In such event, the accused Party shall have thirty (30) days to respond and cure the Event of Default or such longer period of time if such Event of Default is not capable of being cured within thirty (30) days provided the accused Party is making good faith efforts to cure such Event of Default (“Cure Right”). If the Party fails to respond, or fails to cure the Event of Default, the aggrieved Party shall have the ability to unilaterally cancel this Contract upon giving written notice to the other Party prior to Closing and may exercise any and all rights available in law, in equity (including the right to seek specific performance), and under this Contract, provided, however, that in no event shall the Parties be liable for punitive, consequential or special damages. In the case of an Event of Default by the Seller, any Extension Fee paid by the Buyer shall be returned to the Buyer. The Cure Right shall not be applicable beyond the Closing Date.

## **19. RADON GAS NOTIFICATION**

In accordance with provisions of Section 404.056(8), Florida Statutes (2014), as amended, Buyer is hereby informed as follows:

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 your county public health unit.

## **20. CONTRACT NOT RECORDABLE; PERSONS BOUND BY THE CONTRACT**

The Parties acknowledge that this Contract is a public record subject to Chapter 119, Florida Statutes; however, this Contract may not be recorded in the Official Records of Pinellas County. This Contract shall bind and inure to the benefit of the Buyer and the Seller and may not be assigned by either Party. Notwithstanding anything herein to the contrary, the partners, officers, directors, trustees, employees, agents, affiliates or subsidiaries of either of the Parties shall have no liability whatsoever pursuant to any controversy arising out of this Contract, and the Parties agree to look solely to each other as named entities for remedies as provided for in this Contract.

## **21. NOTICES**

All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States Mail, properly stamped and addressed to the respective Party to be notified as designated below or by electronic mail, including the Parties to this Contract and the Parties' attorneys.

Seller: City of Clearwater  
Attn: David Margolis, City Attorney  
600 Cleveland Street, 6th Floor  
Clearwater, FL 33755  
Email: David.Margolis@MyClearwater.com

Buyer: Reconnect Clearwater, Inc.  
Attn: Ralf Brookes, Attorney

1217 E Cape Coral #107  
Cape Coral, FL 33904  
(239) 910-5464 phone  
ralf@ralfbrookesattorney.com

**22. ATTORNEY'S FEES**

Each Party shall pay its own attorney's fees and costs in any dispute, claim, or litigation arising out of this Contract.

**23. BROKER REPRESENTATION**

If either Party chooses to be represented by a Licensed Real Estate Broker upon Seller's execution hereof, then that Party shall be solely responsible for any such Broker fee or expense due to said Broker.

**24. SEVERABILITY; GOVERNING LAW & VENUE**

The invalidity of any provision of this Contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the severance of any invalid provision. This Contract shall be governed by the Laws of the State of Florida with venue being the appropriate court with jurisdiction over the City of Clearwater, Pinellas County, Florida.

**25. COUNTERPARTS; ENTIRE AGREEMENT**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this Contract, including any addendum, attachments and any written modifications hereof, and any initials or signature thereon shall be deemed an original. Upon execution by Seller and Buyer, this Contract and any attached exhibits along with the Development Order(s) shall constitute the entire agreement between the



Parties relating to the purchase of the Subject Property, and shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to this Contract shall only be valid when expressed in writing, signed by authorized representatives of the Parties and incorporated herein as formal amendments to this Contract.

**26. THE PROJECT**

“The Story of Clearwater: In Black and White” as described in The Garden proposal. (attached hereto). Buyer will develop the majority of the Subject Property to be part of a pedestrian-friendly outdoor gathering space with a net increase in green space.

The Buyer recognizes its responsibility to comply with the Community Development Code, as amended from time to time, and will obtain any necessary approvals or permits required by the Community Development Code prior to and during construction.

For the avoidance of doubt, the Project shall not occupy or utilize any portion of Court Street or Franklin Street, except that the Buyer may utilize Court Street and Franklin Street to the same extent and in the same manner as any other member of the public.

**27. FORCE MAJEURE AND GOVERNMENTAL DELAY**

For purposes of this Contract, “Force Majeure Event” means any delay that is directly attributable to and caused by flood, fire, earthquake, hurricanes, tornadoes, wind storms, “named storms,” riots, national emergency, sabotage, wars, pandemics events of similar or greater magnitude; terrorist threats or actions; or directives or orders issued by Governmental Authorities (defined below) that explicitly prohibit or prevent the Closing; the failure or refusal of Governmental Authorities to act and process applications within the time-frame allowed by law or ordinance, or otherwise hold public or private meetings due to COVID-19 or any other public health reason; unlawful delay by Governmental Authorities to act

and process properly completed applications in accordance with any statutory review timelines, permits and requested approvals with respect to the Approvals, an emergency order issued by Pinellas County, other emergency order issued by the City of Clearwater or other applicable governmental entities, agencies or authorities having jurisdiction, due to COVID-19 or any other public health reason or other causes beyond the reasonable control of Buyer.

For the avoidance of doubt, a Force Majeure Event shall not include (1) financial distress or the inability of the Buyer to make a profit or avoid a financial loss; (2) changes in market prices; or (3) Buyer's financial inability to perform its obligations hereunder.

"Governmental Authorities" means any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, judge, court, agency, authority, department, or body having jurisdiction over the Land.

Furthermore, notwithstanding anything to the contrary contained in the Contract, all time periods applicable to Buyer shall be subject to day-for-day extensions in the event of any Governmental Delay (as hereinafter defined).

"Governmental Delay" means any actual delay in the Approvals (including delays in the granting of entitlements or execution of agreements) to the extent that such delay is actually caused by any unlawful act or failure to act by the City or any of its employees, public officials, officers or committees/agencies (collectively, the "Government"). "City" refers to the City of Clearwater, Florida, the Seller in this Contract.

If the Buyer reasonably determines that a Force Majeure Event or Governmental Delay is preventing the Buyer from timely closing or another deadline in the Contract, the Buyer shall give Notice to the Seller with Specificity of the basis for said request, and stating the exact amount of days that are requested. The Seller may accept the request, or alternatively may invoke the Default procedures described herein.

## **28. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE**

The obligation of the Buyer to consummate the transactions contemplated by this Contract is subject to the following conditions precedent, the determination of which shall be made by the Buyer in their sole discretion:

- A. The execution and delivery of this Contract, signed by the appropriate authorities of the City.
- B. The Buyer having obtained sufficient funding to purchase the Land.
- C. No Event of Default exists on the part of the City.
- D. A temporary construction easement from the Seller to the Buyer permitting Buyer, prior to Closing, the right to use the Subject Property for construction related activities in support of the Project construction. The temporary construction easement shall be issued by Seller when Buyer obtains all building permits allowing construction on the Subject Property and Buyer breaks ground on said construction.

In the event that any of the foregoing conditions have not been fully and unconditionally satisfied for any reason on or before the Closing Date, Buyer may either, in its sole discretion, waive the condition precedent and proceed to close if Seller's conditions precedent are met, or terminate this Contract by giving written notice to Seller on or before Closing, in which case this Contract shall be deemed terminated without the necessity of further documentation.

## **29. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE**

The obligation of the Seller to consummate the transactions contemplated by this Contract is subject to the follow conditions precedent, the determination of which shall be made by the Seller in their sole discretion:

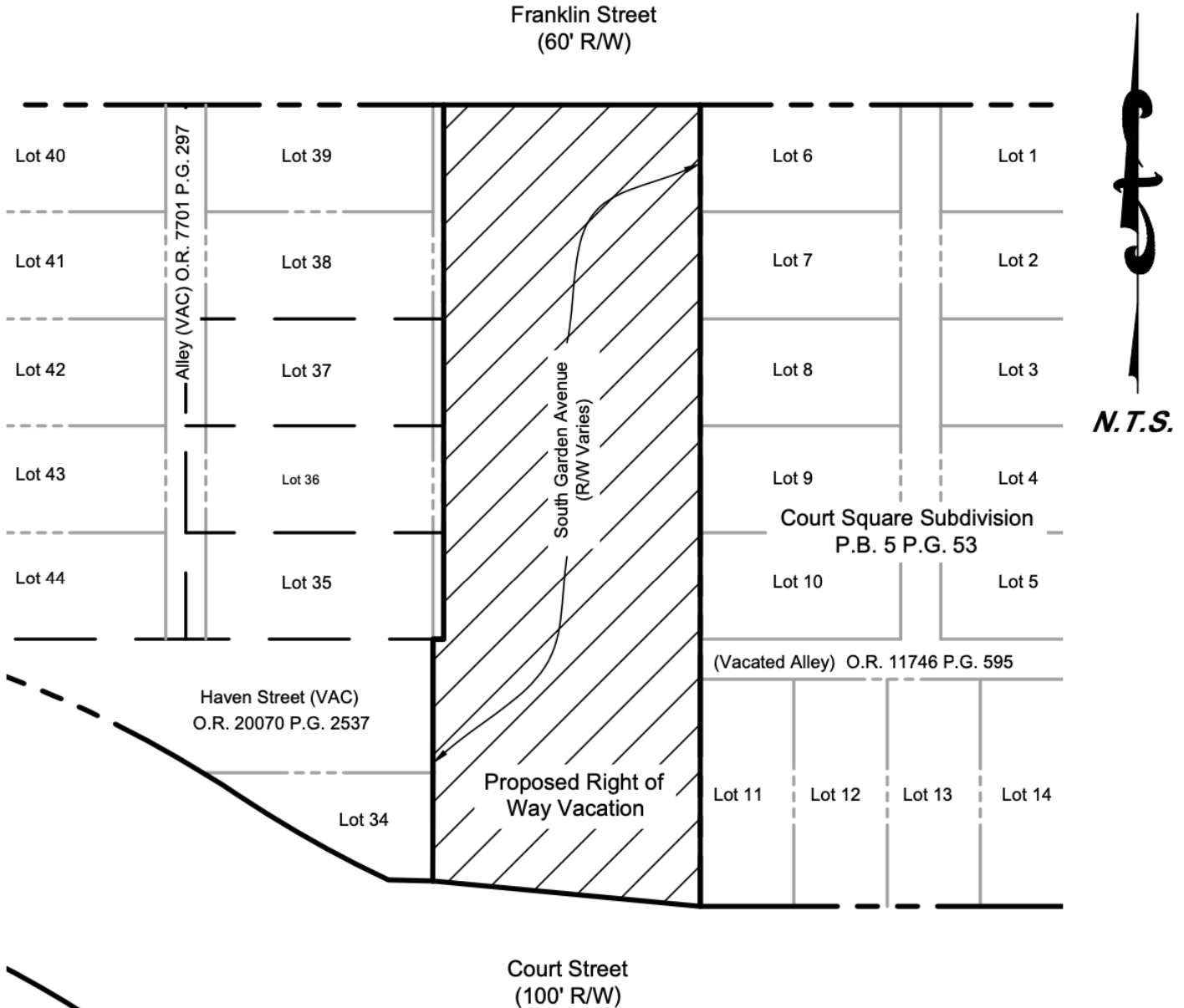
- A. The City's declaration of surplus of Subject Property which the Buyer acknowledges to be within the sole discretion of the Clearwater City Council.
- B. The Buyer obtaining and providing proof to the Seller of the necessary funds available or other financing to purchase the Land.

- C. Easements as necessary to cover any utility interest that the City may have or desire.
- D. The Buyer applying for and obtaining building permits to commence vertical construction as to the Project.
- E. The Buyer shall have attained beneficial occupancy within the time frame authorized by Section 10 of this Contract.
- F. The Buyer receiving approval to open the Project to the public after completing construction of the Project.

In the event that any of the foregoing conditions have not been fully and unconditionally satisfied for any reason on or before the Closing Date, Seller may either, in its sole discretion, waive the condition precedent and proceed to close if Buyer's conditions precedent are met, or terminate this Contract by giving written notice to Buyer on or before Closing, in which case this Contract shall be deemed terminated without the necessity of further documentation.

*[Signature Pages to Follow]*

# Exhibit "A"



## Legal Description

### Legal Description:

A proposed Right-of-Way Vacation more particularly described as follows:

All of the right-of-way of Garden Avenue abutting lots 6-11 together with that portion abutting the vacated 15 foot alley lying between lots 10 and 11 of Court Square Subdivision as recorded in Plat Book 5, Page 53 of the Public Records of Pinellas County. Containing 0.65 Acres  $\pm$

*This is not a survey*

**CITY OF CLEARWATER**  
DEPARTMENT OF PUBLIC WORKS -  
ENGINEERING

**DRAWN BY**  
NF

**CHECKED BY**  
TM

**Exhibit A**

DWG. NO.  
**Lgl 2024-15**

SHEET  
**1 OF 1**

**SECT-TWN-SP-RNG 16 - 29S - 15E**

**DATE DRAWN**

**11/27/2024**

## SKETCH &amp; DESCRIPTION



SCALE 1"=50'

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET AND THE WEST RIGHT OF WAY LINE OF SOUTH GARDEN AVENUE; THENCE S89°43'34"E, A DISTANCE OF 95.97 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH GARDEN AVENUE AND THE SAID SOUTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTH GARDEN AVENUE S00°03'33"W, A DISTANCE OF 299.98 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF COURT STREET AND SAID EAST RIGHT-OF-WAY LINE OF SOUTH GARDEN AVENUE; THENCE N83°55'26"W, A DISTANCE OF 100.59 FEET TO THE INTERSECTION OF THE SAID NORTH RIGHT-OF-WAY LINE OF COURT STREET AND THE SAID WEST RIGHT-OF-WAY LINE OF SOUTH GARDEN AVENUE; THENCE N0°08'15"E, A DISTANCE OF 89.95 FEET; THENCE S89°50'13"E, A DISTANCE OF 3.94 FEET; THENCE N0°03'33"E, A DISTANCE OF 199.85 FEET TO THE POINT OF BEGINNING.

CONTAINING: 28,682.46 SQUARE FEET OR 0.658 ACRES, MORE OR LESS.

1. BEARINGS ARE BASED ON GRID (NAD83/90). EAST RIGHT OF WAY LINE BEARING S00°03'33"W, AS MEASURED.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, AND/OR MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 2

REVISIONS			
	NO.	DATE	DESCRIPTION

VACATE RIGHT-OF-WAY

SKETCH & LEGAL  
DESCRIPTION

PROJECT NO.	18013
DRAWING#	18013 ROW
SCALE	1"=50'
DRAWN	RJM
DATE	11-01-2024
CHECKED/QC	.
FIELD CREW	N/A
BK. / PG.	N/A
SURVEY DATE	N/A

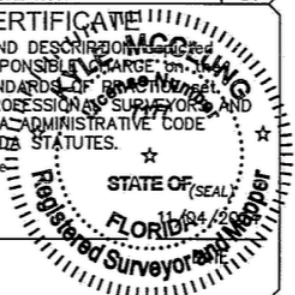
**SUNCOAST LAND SURVEYING, INC.**111 FOREST LAKES BOULEVARD  
OLDSMAR, FLORIDA 34677

LB 4513

BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT  
PH: (813) 854-1342 SLSURVEY@TAMPABAY.RR.COM

## SURVEYOR'S CERTIFICATE

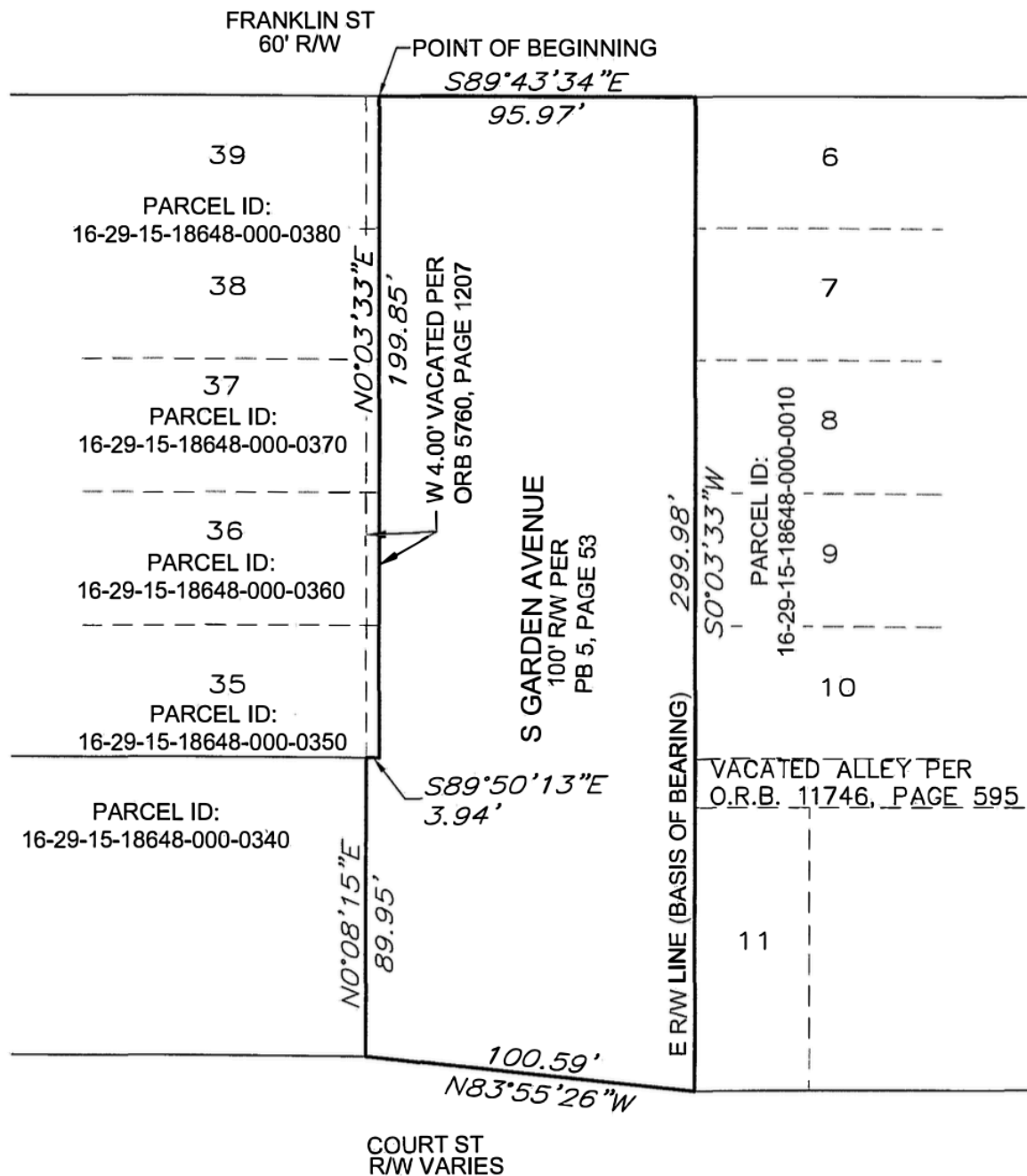
I hereby certify that the SKETCH AND DESCRIPTION attached hereon was prepared under my RESPONSIBLE CHARGE on the date(s) shown, and meets the STANDARDS OF PRACTICE set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in Chapter 5J-17, FLORIDA ADMINISTRATIVE CODE pursuant to Section 472.027, FLORIDA STATUTES.

Kyle  
McClungDigitally signed by Kyle  
McClung  
Date: 2024.11.01  
14:50:59 -04'00'KYLE MCCLUNG  
LS 7177

# SKETCH & DESCRIPTION



SCALE 1"=50'



SHEET 2 OF 2

NO.	DATE	DESCRIPTION	BY

## LEGEND:

ORB OFFICIAL RECORDS BOOK  
R/W RIGHT OF WAY  
PB PLAT BOOK

VACATE RIGHT-OF-WAY

## SKETCH & LEGAL DESCRIPTION

PROJECT NO.	18013
DRAWING#	18013 ROW
SCALE	1"=50'
DRAWN	RJM
DATE	11-01-2024
CHECKED/QC	
FIELD CREW	N/A
BK. / PG.	N/A
SURVEY DATE	N/A

**SUNCOAST LAND SURVEYING, INC.**

111 FOREST LAKES BOULEVARD  
OLDSMAR, FLORIDA 34677

LB 4513

BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT  
PH: (813) 854-1342 SLSURVEY@TAMPABAY.RR.COM

**From:** [Poirrier, Jennifer](#)  
**To:** [Call, Rosemarie](#)  
**Subject:** Fw: Here is the Proposal  
**Date:** Wednesday, April 30, 2025 5:56:25 PM  
**Attachments:** [SAVE THE GARDEN Final Proposal.pdf](#)

---

They would like this attached to the agenda item. Please call me to discuss tomorrow.

Get [Outlook for iOS](#)

---

**From:** Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>  
**Sent:** Wednesday, April 30, 2025 5:53 PM  
**To:** Slaughter, Daniel <Daniel.Slaughter@MyClearwater.com>; Margolis, David <David.Margolis@MyClearwater.com>; Matzke, Lauren <Lauren.Matzke@MyClearwater.com>; Williamson, Marcus <Marcus.Williamson@MyClearwater.com>  
**Subject:** Fw: Here is the Proposal

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**From:** Brooks Gibbs <brooks@brooksgibbs.com>  
**Sent:** Wednesday, April 30, 2025 5:10 PM  
**To:** Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>  
**Subject:** Here is the Proposal

**CAUTION:** This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Jennifer,  
Here is the proposal as well as the pictures. Please include this with the other documents I sent.

Thanks,  
Brooks  
Reconnect Clearwater, Inc  
[www.SaveTheGarden.org](http://www.SaveTheGarden.org)

-----

[www.BrooksGibbs.com](http://www.BrooksGibbs.com)  
All Socials: @BrooksGibbs





















# **Save The Garden**

*Memories Matter*

**Proposal produced by MMVFIRM**

**Savethegarden.org**

**April 22,2025**

# Save the Garden Project

## Table of contents

1. Executive Summary
2. Cultural and Historical Narrative
3. Location and Site Plan
4. Ownership and Development Timeline
5. Core Design Elements & Cultural Activation Plan
6. Development Timeline & Milestones
7. Financial Overview and Budget
8. Governance and Maintenance Plan
9. Insurance and Risk Management
10. Legal commitments and Property Tax
11. Partnerships and Letter of Support
12. Why Now
13. Call to Action
14. Appendices

## 1) *Executive Summary*

The Garden at Garden Avenue is a public space proposal rooted in preservation, unity, and history. Situated on South Garden Avenue in downtown Clearwater, this project offers a community-first response to downtown revitalization.

Designed by Reconnect Clearwater in partnership with the Clearwater African American Foundation, The Garden is more than a beautification effort. It is a cultural landmark, an educational platform, and a place of intentional gathering—built on the legacy of Garden Avenue as one of Clearwater’s three historic African American communities.

During the era of segregation, Garden Avenue quietly became a symbol of cooperation between black and white residents. Despite legal divisions, mutual reliance sustained the city’s downtown. Barbershops, cafés, and local businesses served all, revealing a hidden story of respect, resourcefulness, and interdependence.

This proposal preserves that legacy through a walkable park experience, featuring:

- A Conversation Circle for dialogue and reflection
- Bronze busts honoring Clearwater’s historical leaders of that era
- A walking trail guided by QR codes linking to short films
- Rotating seasonal installations and multimedia storytelling

Our first installation, *The Story of Clearwater: In Black and White*, tells the intertwined narratives of cooperation, labor, and civic resilience that helped build Clearwater from the ground up.

The Garden will be funded entirely by Reconnect Clearwater and its coalition. We propose a three-year development timeline, with land purchase completed upon construction and maintenance permanently covered by our team. In contrast to leverage-based developments, The Garden requires no zoning changes and offers a fully transparent, service-first partnership with the city.

This is not just a park. It is a reminder of what Clearwater has endured— and a promise of what it can still become.

We respectfully submit this proposal as an act of preservation, unity, and presence.

## **2) *Cultural and Historical Narrative***

There are streets that hold stories—and then there are streets that carry a city’s soul. Garden Avenue is one of the latter.

You won’t find its history written in big block letters. You won’t see it commemorated with plaques or murals—yet. But if you’ve lived here long enough, or if you’ve sat quietly with the people who have, you know that Garden Avenue has a story to tell.

During the time of segregation, Garden Avenue wasn’t just a part of Clearwater’s black community—it was its center. A place where you could get your hair cut, get a hot meal, hear what was going on, and feel seen. Black-owned barbershops, cafés, corner stores, repair shops—all of them filled the gap left by a system that excluded black residents from the so-called mainstream economy. But Garden Avenue didn’t just fill that gap. It became a world of its own. A neighborhood of entrepreneurs, workers, mothers, kids. It was alive.

Even under the weight of segregation, Garden Avenue was a place of connection. Not official. Not written down. But real. There was a kind of unspoken cooperation between the black and white business owners that sustained this part of town. White downtown business owners needed help—contractors, cooks, laborers, fixers, thinkers—and they turned to their black neighbors. And in return, some black businesses served both black and white customers. Not with signs. Not with permission. But with understanding.

That wasn’t considered acceptable, but it happened anyway.

And that’s the story we’re telling.

It’s not about pretending Clearwater didn’t have injustice. It did. It still does. But the people who lived through those years didn’t just endure the injustice—they worked around it, through it, and sometimes with each other, to hold the city together.



That's what The Garden is.

It's not just a public space. It's a tribute to that presence. A living, breathing space that says, "We remember what held us together." A space that brings people back to Garden Avenue—not just for what it was, but for what it can still be.

The Garden stands as a physical reminder that this city wasn't just built by policy and money. It was built by people—many of whom were never acknowledged, never thanked, never invited into the official story. This project is about correcting that, not through monuments alone, but through activation. Through storytelling. Through sitting beside someone you didn't expect to talk to and realizing: this place offers a healing connection for both of you.

Considering the deep divide that exists in Downtown Clearwater, it is our hope that this space will awaken the spirit of connection that Garden Avenue has historically offered this city.

Our first installation, *The Story of Clearwater: In Black and White*, will guide visitors through this legacy. It's a walking tour, a listening experience, a conversation starter. QR-coded plaques along the paths will link to video stories—some already being filmed, others still to come. These are not scripted productions. They're memories. Stories from real people, told in their own words. Elders, families, workers, business owners, students—all sharing what they saw, what they built, what they carry.

These stories won't be frozen in time. They'll grow. We'll keep recording, keep collecting, keep adding. Because history isn't finished—and neither is Clearwater.

This isn't just about the black experience in Clearwater, although that's central. This is about all of us. This is about what it means to live in a city together. About how communities survive when systems fail. About the quiet strength that doesn't make the headlines but keeps everything running.

We're building a space that reflects that kind of strength. A space that invites people to return to downtown— to shop, to remember—and to make memories.

This is how we heal. Learning from the past, unifying towards a better future.

Clearwater needs this garden.

### **3) Location and Site Plan**

- Address: South Garden Avenue, Clearwater, FL
- Boundaries: Between Franklin Street and Court Street
- Footprint: Full use of the public right-of-way on South Garden Avenue.
- Site Status: Currently paved corridor, under city ownership
- Proposal: City retains ownership during construction, then transfers to Reconnect Clearwater upon successful completion and purchase of the parcel
- Land-use: .64 acres

### **4) Ownership and Development Timeline:**

#### City Role:

- The city retains ownership until paid in full
- Reconnect Clearwater will purchase the land for \$1.5 million

#### Ongoing Responsibility:

- Reconnect Clearwater will assume 100% of above ground maintenance
- The city incurs no post-completion cost

This agreement gives the city flexibility and financial gain—while giving the community something useful.

This is open to negotiations.

## **5) Core Design Elements**

### **1. The Conversation Circle**

At the center of the park, we are building a circular stone circle—an open-air room with benches around the perimeter and space at its center for gathering, reflection, and conversation.

This is the emotional core of the Garden. Engraved into the stone will be short prompts designed to start conversations.

### **2. The Bronze Busts – Faces of Legacy**

This park will include bronze busts of key figures from Clearwater’s past. These are named people—builders, teachers, veterans, preachers —whose stories will be told through multimedia installations. Each bust will have a placard and QR code that links to the oral history via short video.

### **3. Art**

The park will include a walkway with art installations that reflect the stories being told.

### **4. Seasonal Rotating Installations**

Seasonally, the garden will transform. These installations will use modular signage, projection, and pop-up content. Some themes may include:

- *Women Who Changed Clearwater*
- *Beach Days & Boardwalk Memories*
- *Stories From the Storm: Surviving Hurricanes Together*

- *Ghost Stories & Hidden Histories* (October series)

These keep the Garden dynamic. People will come back—not just once, but with their kids, their classes, their memories.

### Landscaping & Ecological Design

This will be one of the most beautiful public spaces in the city. Not because of opulence—but because of intention. Landscape may include:

- a. Native shade trees (live oak, red maple)
- b. Pollinator gardens with seasonal color
- c. Paths paved with reclaimed stone
- d. Soft up-lighting to make the garden walkable and safe into the evening

Technical Footprint + Infrastructure may include:

- e. Stormwater Planning: May include permeable paving and rain gardens to meet code and improve downtown runoff
- f. Lighting Grid: Low-energy, solar-assisted path lighting + security uplighting for busts and QR code kiosks
- g. Power Access: Built-in utility access for events, pop-up programming, and emergency response
- h. Durability: All materials chosen for Florida weather conditions and low-maintenance longevity

Thanks to our production partnerships, we will be producing original content year-round. This may include:

- i. Short documentaries featuring Clearwater residents and families connected to the history of Garden Avenue
- j. Thematic series tied to each seasonal exhibit
- k. Interview archives with elders, educators, and civic leaders
- l. Youth-created content that reinterprets stories from the past for a new generation

Content will be updated regularly, archived responsibly, and accessible to anyone with a phone and a moment.

Architectural CAD files will be provided as needed to each department that has requested.

## **6) *Development Timeline and Milestones***

### Project Overview

The Garden on Garden Avenue is a community-driven initiative to reclaim and revitalize a significant downtown space in Clearwater. Our goal is to transform this area into a vibrant cultural and civic hub, honoring the history and fostering unity among residents.

### 36-Month Construction Timeline

#### Months 1–6: Planning and Design Phase

- a. Initial Deposit: Reconnect Clearwater pays \$750,000 as a deposit in good faith to start the project. Balance will be due when construction is completed, and park is approved to open (before the end of the 36-month construction schedule)
- b. Community Engagement: Conduct workshops and surveys to gather input from local residents, businesses, and stakeholders.
- c. Design Finalization: Collaborate with architects and urban planners to develop detailed blueprints, incorporating community feedback.
- d. Permitting: Submit plans to the City of Clearwater for approval and obtain necessary permits.

#### Months 7–12: Site Preparation

- e. Demolition: Safely remove existing structures and clear the site.
- f. Infrastructure Setup: Install utilities, drainage systems, and foundational elements.

#### Months 13–24: Construction Phase

- g. Landscaping: Develop gardens, pathways, and recreational areas.
- h. Structures: Build community pavilions, seating areas, and interactive installations.
- i. Art Installations: Commission local artists for permanent and rotating exhibits.

### Months 25–30: Final Touches

- j. Signage: Install interpretive signs and QR code markers for storytelling.
- k. Furnishings: Place benches, lighting, and amenities.
- l. Safety Measures: Ensure compliance with safety standards and accessibility requirements.

### Months 31–36: Programming and Activation

- m. Pay Balance Due: Reconnect Clearwater pays the City a balance owed of \$750,000 and the City transfers property to Reconnect Clearwater
- n. Soft Launch: Host community events to introduce the space.
- o. Full Programming: Begin regular events, workshops, and cultural activities.

### Construction Cost Estimate

Based on industry standards and regional data:

- p. Average Construction Cost per Square Foot: Approximately \$1.70 for public park facilities in Florida.
- q. Estimated Total Area: 10,000 square feet.

Estimated Construction Cost:

- r.  $10,000 \text{ sq ft} \times \$1.70/\text{sq ft} = \$17,000$

Additional Costs:

- s. Site Preparation and Demolition: Estimated at \$50,000.
- t. Art Installations and Furnishings: Estimated at \$100,000.
- u. Contingency Fund: 10% of total costs for unforeseen expenses.

Total Estimated Construction Cost:

- v.  $\$17,000 + \$50,000 + \$100,000 + \$16,700 \text{ (contingency)} = \$183,700$

### Key Milestones

- i. Initial Deposit: Reconnect Clearwater pays the City of Clearwater \$750,000 as a deposit in good faith.

- ii. Completion of Construction: All physical infrastructure and programming elements are finished within a 36 month window.
- iii. Final Inspection: City officials conduct a thorough inspection to ensure compliance with all standards.
- iv. Ownership Transfer: Official transfer of ownership to the City of Clearwater, accompanied by a \$750,000 remaining balance payment.
- v. Programming Initiation: Regular community events and activities commence.

## 7) *Financial Overview and Budget*

The Garden on Garden Avenue is designed to be not only meaningful but also, feasible. Our financial model is straightforward: the City of Clearwater will not be asked to contribute any funding toward construction, operations, or long-term maintenance. This is a fully community-led, privately funded project—with transparent numbers and shared accountability.

We’ve developed our budget in consultation with contractors, architects, local vendors, and regional data benchmarks to ensure it’s realistic, not aspirational.

### One-Time Development Costs

<u>Line Item</u>	<u>Estimated Cost</u>
Site Preparation + Demolition	\$50,000 (range 60c-\$1.20, FL standard 1/3 acre)
Utility/Infrastructure/ Installation infrastructure.)	\$45,000 - \$110,000 (depending on city
Landscaping (native trees, pollinator beds)	\$40,000 - \$60,000
Pathways + Hardscape + Seating	\$100,000 (This is 25% overestimate)
Conversation Court Construction 10%)	\$125,000 (Florida standard per square foot plus
Bronze Busts Fabworks)	7 X \$15,000 (quote from
Lighting + Electrical Grid	\$60,000 (this can go up and down)
Story Trail Markers (QR- linked plaques)	\$40,000
Signage + Accessibility Features	\$25,000 (average quote)

Design, Permitting, Insurance	\$35,000 (16,000 for insurance quote)
Initial Programming + Events Setup board)	\$50,000 (market budget put together by the
Multimedia Production (films, QR content)	\$100,000
Contingency (10%)	\$79,000
<b>Total Development Estimate</b>	<b>\$869,000</b>

*Note: This figure does not include land purchase, which is budgeted separately.*

#### Land Purchase Commitment

- Reconnect Clearwater will pay the City of Clearwater \$750,000 upon execution of the agreement.
- Reconnect Clearwater will pay the City of Clearwater \$750,000 upon completion of construction before the 36 month window.
- Reconnect Clearwater will pay the City of Clearwater an extension fee for every year it does not complete construction (after the 36 month window).

This structure ensures that the city carries no financial risk—and gains both revenue and a permanent cultural asset.

#### Annual Operations and Maintenance (Post-Completion)

Landscape	\$20,000
Lighting + Utilities	\$6,000
Media Hosting + QR Support	\$4,000
Event Staff + Security	\$10,000
Insurance	\$5,000
Marketing + Communications	\$5,000
<b>Total Annual Estimate</b>	<b>\$50,000</b>

Covered by: Reconnect Clearwater and its nonprofit coalition. City obligation: \$0.



## Funding Sources

This proposal is fully funded through a combination of:

- Private donations and major gifts
- Foundation and community grants
- Grassroots fundraising (GoFundMe campaign)
- Multimedia content partnerships and sponsorships
- Reconnect Clearwater operational reserves
- In-kind services from partner organizations

We will release quarterly financial updates to the city during construction and offer open-book transparency for public trust.

This is not just a vision—it's a funded, buildable plan with a financial backbone that respects the city's time, money, and responsibility. Clearwater deserves a project that honors its people and does so with discipline.

### ***8) Governance and Maintenance Plan***

The Garden on Garden Avenue will be managed and maintained by the same values that built it: accountability, transparency, and community leadership.

This is not a city-managed park. It is a city-approved space, but one that will be fully owned, maintained, and activated by a coalition of local nonprofits, artists, educators, and civic partners.

#### Ownership and Legal Stewardship - During Construction (Months 0–36):

The City of Clearwater will agree to sell the property to Reconnect Clearwater for \$1.5 million. Reconnect Clearwater will pay this in two installments: A 50% deposit at the beginning of the project and a 50% balance at the completion of the project. Reconnect Clearwater will be responsible for all costs related to planning, design, construction, and permitting.

- Upon Completion:  
After a final inspection and project certification, The Garden will be open to the public.

#### Post-Completion Maintenance Structure-

All aspects of long-term maintenance will be privately managed. The City of Clearwater will not be financially responsible for the upkeep of the park.

Annual responsibilities include:

- Landscaping and groundskeeping (weekly service contract)
- Lighting and electrical maintenance (quarterly inspection + emergency call service)
- QR story marker upkeep and digital media hosting
- Security camera oversight and incident reporting
- Trash removal, graffiti removal, and general cleaning
- Permit renewals for public event usage and ADA inspections
- Site insurance for liability and damage

Annual maintenance cost (estimated):

\$50,000, covered through Reconnect Clearwater’s coalition of donors, token support, and foundation partnerships.

#### Staffing and Oversight-

- Park Operations Coordinator:

Part-time staff or contracted role responsible for scheduling, event coordination, and community engagement.

- Stewardship Committee:

A rotating body of community members, artists, educators, and donors who will advise on programming, seasonal themes, and annual reporting.

This committee will meet quarterly and publish a community impact report every year.

- Volunteer Program:

Modeled after “Friends of the Garden” initiatives in other cities, we will establish a community volunteer program to support gardening, cleanup, and guided tours.

## Transparency and Reporting

To maintain public trust and partnership with the city, we will provide:

- Quarterly Progress Reports during construction
- Annual Maintenance + Financial Reports after completion
- Open Books Access for city inspection or compliance reviews
- Public Comment Sessions during community programming events

All reports will be available digitally and archived for public access via [savethegarden.org](https://savethegarden.org).

## **9) Insurance and Risk Management**

Reconnect Clearwater will carry full liability and property insurance for the site, including:

- General liability coverage for public use
- Property insurance for permanent fixtures
- Special event insurance for festivals and performances

Security systems and emergency contact protocols will be integrated into the site infrastructure to ensure visitor safety and deter vandalism.

This governance model is designed to honor the spirit of the Garden: community-rooted, publicly accessible, and privately sustainable.

We are not asking the city to take care of this place.

We are committing to do it ourselves—with love, with structure, and with a long memory for what this space means.

## **10) Legal Commitments and Property Terms**

To ensure full transparency, reduce city risk, and strengthen public trust, Reconnect Clearwater is prepared to enter into a set of binding legal commitments designed

to protect the City of Clearwater throughout the duration of this project and beyond.

These commitments are structured to mirror the strongest terms offered in competing proposals while exceeding them in community accountability, flexibility, and operational integrity.

### 1. Performance Bond and Insurance Guarantee

Reconnect Clearwater will secure a performance bond—underwritten by a qualified insurer—for the full development scope of The Garden on Garden Avenue. This bond will guarantee timely and complete construction in accordance with the project plan.

Additional insurance coverages will include:

- General liability coverage for all site work and public programming
- Property and asset insurance for permanent fixtures and installations
- Special event insurance for all seasonal or high-traffic activations

This ensures that all risk associated with construction, launch, and long-term activity remains with the nonprofit—not the city.

### 2. Delay Penalty Clause (Scientology-Matched Terms)

In the event that Reconnect Clearwater does not complete the Garden within the 36-month construction timeline, the organization agrees to pay a delay penalty of \$300,000 per year for each year the project remains incomplete beyond the agreed deadline.

This provision mirrors the Church of Scientology’s agreement with the city and guarantees parity in risk-sharing and development responsibility.

### 3. Right of First Refusal

To further protect the city's long-term interest in this parcel, Reconnect Clearwater will agree to a perpetual Right of First Refusal clause in the deed. This will give the City of Clearwater the first opportunity to reacquire the property in the event that Reconnect Clearwater seeks to sell, transfer, or assign ownership of the Garden at any time.

Key provisions include:

- Reacquisition price capped at the original purchase amount
- 60-day window for city response
- No obligation to match future private sale terms beyond that amount

This clause ensures the land remains protected from speculative resale or inappropriate third-party acquisition.

#### 4. Alternate Lease Option (Plan B Agreement)

If the City of Clearwater prefers not to sell the parcel outright, Reconnect Clearwater is also open to a long-term lease agreement in lieu of a purchase. This contingency ensures flexibility and collaboration, and it includes the same public benefit outcomes.

Possible lease terms include:

- 30–50 year fixed-term agreement
- Negotiated annual lease rate
- Reconnect Clearwater assumes all operational, maintenance, and liability costs
- Right of First Refusal clause remains in force

This option guarantees that the city retains legal ownership of the land while achieving all the cultural, civic, and economic benefits outlined in this proposal.

Sales agreements and letters of intent will be provided by our legal team separately.

#### Summary

These provisions demonstrate Reconnect Clearwater's commitment to accountability, public trust, and shared responsibility. No other proposal offers this level of legal protection, flexibility, and equity-first planning.

We are not asking the city to take a risk. We're bringing a fully funded plan, backed by community partners, donor commitment, and legal infrastructure designed to stand the test of time.

### ***11) Partnerships and Letters of Support***

This project isn't a solo effort. It's a collective one—anchored by leadership from Reconnect Clearwater and the Clearwater African American Foundation, and supported by a growing list of civic, educational, nonprofit, and cultural partners who believe in what The Garden stands for.

From the beginning, we have engaged not just with donors, but with teachers, elders, organizers, veterans, artists, and neighborhood groups. This space is being built by the people it's meant to serve.

#### **Lead Partners**

##### **Reconnect Clearwater**

Lead organization overseeing construction, media, and long-term stewardship. Reconnect Clearwater brings design capacity, a fully operational media production facility, nonprofit governance, and deep ties to the Clearwater community.

##### **Clearwater African American Foundation**

Cultural and historical lead on storytelling, community engagement, and content validation. The foundation serves as both a narrative anchor and civic guidepost—ensuring that this project reflects not just history, but heritage.

#### **Local Business and Creative Partners**

- Local artists and muralists – For rotating installations and design features
- Florists, landscapers, and sustainable vendors – For eco conscious development of the space

- Community event organizers and storytellers – To ensure monthly and seasonal programming remains consistent and inclusive

All letters of endorsement will be provided in a separate package.

## **12) *Why Now***

### Civic Narrative and Strategic Positioning

There's a moment in every city's life where it gets to choose what kind of story it wants to tell. We believe Clearwater is in that moment now.

Downtown Clearwater is more than a collection of parcels and properties—it's the emotional core of the city. And right now, that core is fractured. There is a growing perception, both inside and outside this community, that downtown is no longer for the people who live here. That it's closed. That it's monitored. That it's becoming a quiet stronghold for private interest.

We're offering something else entirely: the hearts and voices of Clearwater's people.

We are not making this pitch out of opposition. We're making it out of opportunity.

The opportunity to:

- Restore community trust
- Activate public space without public expense
- Preserve history that has long been buried—literally and figuratively
- Lead with vision, not fear
- Reintroduce Clearwater to itself

We believe The Garden is the right project at the right time because it reflects what this city actually is: a place with a complicated past, a beautiful culture, and a future still worth shaping together.

No outside entity can tell that story for us.

We have to tell it ourselves.

And that's what this garden does.

### **13) Call to Action**

We are not here to ask the City of Clearwater to take a risk. We're here to offer you a return.

A return on trust.

A return on civic pride.

A return on public presence in a downtown that many residents have come to believe no longer belongs to them.

We're offering a space that honors what came before and protects what's still possible. A space built by people, for people—funded without burdening the city, maintained without cost to the city, and rooted in the very heart of Clearwater's history.

What we're proposing is simple:

1. Designate the land between Franklin and Court Streets on South Garden Avenue as the official site for The Garden.
2. Approve a 36-month development window, during which time Reconnect Clearwater will design, fund, and build this project.
3. Honor the transfer agreement:
  - \$750,000 deposit up front.
  - \$750,000 balance at end of construction (<36 months).
  - Transfer ownership to Reconnect Clearwater after the above is done.

Partner with us—visibly and openly—as a city that believes in cultural preservation, public story, and collaborative space.

### **14) Appendices**

#### **Appendix A: Proposed Site Map and Design Layout**

Includes a scaled map of South Garden Avenue with annotations showing the placement of:



- The Conversation Court
- Bronze busts
- Walking trail
- Seasonal installation areas
- Entry points and landscaping zones

## Appendix B: Budget Spreadsheet

Detailed itemized breakdown of one-time development costs including:

- Site preparation, construction, infrastructure, and signage
- QR storytelling infrastructure and media production
- Total development estimate: \$869,000 (exclusive of land purchase)
- Land purchase agreement: \$1.5M paid in two installments
- Annual maintenance estimate: \$50,000

## Appendix C: Sample QR Code and Content Demo

Preview of the interactive storytelling platform, including:

- QR code design sample
- Screenshot or link to video demo
- Example story title: *“The Story of Clearwater: In Black and White”*

## Appendix D: Letters of Support

Scanned and signed letters from:

- Clearwater African American Foundation
- Civic leaders, neighborhood residents
- Local clergy, educators, and cultural preservationists
- Arts organizations and partner institutions

## Appendix E: Construction Timeline Chart

Milestone schedule covering the full 36-month period:

- Phase I: Community engagement, design, and permitting
- Phase II: Demolition and site preparation
- Phase III: Construction and installations
- Phase IV: Finishing, safety, and launch
- Phase V: Final payment and property transfer

## Call, Rosemarie

---

**From:** Poirrier, Jennifer  
**Sent:** Thursday, May 1, 2025 12:18 PM  
**To:** Call, Rosemarie  
**Subject:** FW: Financial Viability - The Garden Proposal  
**Attachments:** Lester Client List.docx; LCG.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jennifer Poirrier  
City Manager  
City of Clearwater  
727-444-7171



---

**From:** Kelly Myer <clearwaterpatriot@gmail.com>  
**Sent:** Thursday, May 1, 2025 10:52 AM  
**To:** Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>  
**Cc:** Brooks Gibbs <brooks@brooksgibbs.com>  
**Subject:** Financial Viability - The Garden Proposal

**CAUTION:** This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Hi Jennifer,

Thank you for extending the deadline until Noon today. Please include the attached for The Garden proposal.

Warm regards,

**Kelly Myer**

## ABBREVIATED CLIENT LIST – ROSE LESTER

ACC Senior Services  
Acres of Hope  
Aerospace Museum of California  
Alta California Regional Center  
American Heart Association  
American River College Foundation  
American River Parkway Foundation  
Annunciation Greek Orthodox Church  
Bakersfield Community College – Bakersfield, CA  
Boy Scouts of America – Golden Empire Council  
Boys and Girls Clubs of Coachella Valley  
California Association of Children's Homes  
California Association of Children's Services  
California Association of Hospitals & Health Systems  
California Children's Lobby  
California Consortium of Children's Councils  
California Department of Health & Human Services  
California Mental Health Services Authority  
California State Railroad Museum  
California Tribal College  
Center for Civic Partnerships  
Center for the Family in Transition – Corte Madera, CA  
Central California Blood Center – Fresno, CA  
Child Abuse Prevention Council of Sacramento  
Child & Family Institute  
Children's Miracle Network Telethon – Salt Lake City, UT  
Children's Receiving Home of Sacramento  
Children's Theatre of California  
Christian Brothers High School  
City College of San Francisco – San Francisco, CA  
College of the Desert – Palm Desert, CA  
CommuniCare Health Centers – Davis, West Sacramento and Woodland, CA  
Community Services Planning Council  
Crocker Art Museum  
Crossings Conference Center  
Davis Community Meals and Housing  
EMQ Children & Family Services – Campbell, CA  
EMQ FamiliesFirst  
Families for Children  
Family Service Agency  
Fairytale Town  
Foundation for California Community Colleges  
Foundation Consortium for California's Children & Youth  
Friends of Mercy Foundation – Bakersfield, CA  
GenCorp  
Goodwill Industries of Sacramento Valley, Inc.  
HealthCorps – Dr. Mehmet Oz  
Help-A-Child Foundation  
Hillview Acres Children's Home – Los Angeles, CA  
Intercommunity Mercy Housing – Seattle, WA  
Jesus Center

## ABBREVIATED CLIENT LIST – ROSE LESTER

KVIE Television  
Make-A-Wish Foundation of Northeastern California and Northern Nevada  
Marshall Foundation for Community Health – Placerville, CA  
Mercy Foundation  
Mercy Foundation North – Redding, CA  
Mercy Housing California – San Francisco, CA  
Mercy Housing Colorado – Denver, CO  
Mercy Housing Idaho – Nampa, ID  
Mercy General Hospital  
Mercy Hospital of Folsom – Folsom, CA  
Mercy McMahon Terrace  
Mercy San Juan Hospital  
Minority Health Professionals  
Mosaic Law Congregation  
Oak Hill School – Sausalito, CA  
Oak Ridge High School Foundation – El Dorado Hills, CA  
Our Lady of the Assumption Parish  
Pacific Justice Institute  
Paul's Place  
PRIDE Industries  
Poverello House – Fresno, CA  
River Oak Center for Children  
Ronald McDonald House Charities Northern California  
Sacramento Children's Home  
Sacramento Country Day School  
Sacramento Crisis Nursery  
Sacramento Food Bank & Family Services  
Sacramento Habitat for Humanity  
Sacramento Life Center  
Sacramento Metro Chamber of Commerce  
Sacramento Public Library  
San Diego Community College District – San Diego, CA  
Sexual Assault & Domestic Violence Center  
Sierra Forever Families  
Sierra Health Foundation  
Society for the Blind  
Stanford Home for Children  
St. HOPE Academy  
St. Ignatius Loyola Parish  
St. John the Baptist Catholic Church  
St. Michael's Episcopal Day School  
Sutter Medical Center Foundation Sacramento  
Sutter Roseville Medical Center Foundation – Roseville, CA  
Tahoe Regional Arts Foundation  
The Abbey of New Clairvaux  
The Catholic Foundation of the Diocese of Sacramento  
The Living Desert – Palm Desert, CA  
The Mathews Foundation  
The Osmond Family Foundation – Salt Lake City, Utah  
The Sacramento Region Community Foundation  
The Sacramento Tree Foundation

## ABBREVIATED CLIENT LIST – ROSE LESTER

The Salvation Army Del Oro Division  
The Salvation Army Kroc Community Center – Solano County, CA  
The Salvation Army Long Beach Corps – Long Beach, CA  
TIDES Foundation – Community Clinics Initiative – San Francisco, CA  
UC Davis Betty Irene Moore School of Nursing  
UC Davis Health System  
University of the Pacific McGeorge School of Law  
Valley Christian Schools  
Volunteers of America Greater Sacramento and Northern Nevada  
WEAVE  
William Jessup University  
Woodland Youth Services



LESTER CONSULTING GROUP, INC.

*Connecting People with Possibilities™*

May 1, 2025

To Whom It May Concern,

If the City approves the South Garden Avenue Proposal, Lester Consulting Group (LCG) would be pleased to serve as professional counsel to Reconnect Clearwater, Inc., in their effort to acquire and develop a memorial park on South Garden Avenue.

As a firm with a long history of successful campaigns supporting nonprofits and community development initiatives, we are excited about the historic and cultural significance of this project. My firm has managed campaigns with goals totaling close to \$1 billion including:

- The Betty Irene Moore School of Nursing on the campus of the UC Davis Medical Center, Sacramento, California (\$250 million campaign)
- Crocker Art Museum \$60 million campaign
- Four campaigns totaling over \$25 million for Christian Brothers High School
- River Oak Center for Children \$5 million campaign

An abbreviated Client List attached.

We specialize in guiding our clients from concept to completion and are confident in our ability to build a comprehensive capital campaign to support this cause—not only to meet the immediate financial goals of acquisition, but also to sustain its long-term vision.

We are enthusiastic about this partnership and look forward to leading the fundraising strategy with the same level of discipline, quality, and relationship-building that has brought our other client's success.

Sincerely,

Rose Lester  
President  
Lester Consulting Group (Florida)

## Call, Rosemarie

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**From:** Poirrier, Jennifer  
**Sent:** Tuesday, May 6, 2025 11:27 AM  
**To:** Call, Rosemarie  
**Subject:** FW: Question - The Garden Proposal

Jennifer Poirrier  
City Manager  
City of Clearwater  
727-444-7171



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**From:** Kelly Myer <clearwaterpatriot@gmail.com>  
**Sent:** Tuesday, May 6, 2025 11:21 AM  
**To:** Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>; Rector, Bruce <Bruce.Rector@MyClearwater.com>; Mannino, Michael <Mike.Mannino@myclearwater.com>; Cotton, Ryan <Ryan.Cotton@MyClearwater.com>; Teixeira, Lina <Lina.Teixeira@myclearwater.com>; Allbritton, David <David.Allbritton@MyClearwater.com>  
**Cc:** Brooks Gibbs <brooks@brooksgibbs.com>; Clearwater African American Foundation Inc. <clearwaterafricanamerican@gmail.com>  
**Subject:** Re: Question - The Garden Proposal

**CAUTION:** This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Also, please ensure that our team's CAD Drawings (attached) that Brooks Gibbs referenced in his April 30th email are also included in [Agenda 9812-25 2nd Rdg., #7 Objections](#) as well as any other related Agenda items. Thank you.



4/26/2025



GARDEN AVENUE MEMORIAL PARK  
PRELIMINARY SITE PLAN SCALE: 1" = 20'-0"



4/26/2025



GARDEN AVENUE MEMORIAL PARK  
PRELIMINARY SITE PLAN SCALE: 1" = 20'-0"



On Tue, May 6, 2025 at 9:16 AM Kelly Myer <[clearwaterpatriot@gmail.com](mailto:clearwaterpatriot@gmail.com)> wrote:

Good morning, Councilmembers and City Manager.

Thank you to each of you for the individual meetings with our team and valuable feedback you provided.



Further to our call with City Manager Poirrier and Assistant City Manager Slaughter on the afternoon of April 30th, is there anything additional we need to provide in order for our team's presentation to be included on the May 12th council work session agenda?

We have been told that City Staff will provide feedback on our proposal revisions and we are still awaiting that information to be provided. Are we correct in our understanding that the staff feedback will be noted in the Legistar text that will be linked to the May 12th work session agenda? When do you anticipate having the work session agenda published?

Thank you for your time.

Warm regards,

***Kelly Myer***  
***Save The Garden Team***