

CLEARWATER COMMUNITY REDEVELOPMENT AGENCY FUNDING AGREEMENT

The SkyView Development Right-of-Way Improvements

This Funding Agreement is made and entered into this _____ day of _____, 2018, between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA, a public body corporate and politic of the State of Florida** created pursuant to Part III, Chapter 163, Florida Statutes ("CRA"), and **400 Cleveland, LLC**, a Florida limited liability company ("Developer").

WITNESSETH:

WHEREAS, Section 163.387(6), Florida Statutes, allows for use of moneys in the redevelopment trust fund to be expended from time to time for undertakings of a community redevelopment agency as described in the redevelopment plan; and

WHEREAS, the CRA has adopted a Community Redevelopment Plan (a/k/a Clearwater Downtown Redevelopment Plan) that establishes certain Goals, Objectives and Principles to guide the revitalization of Downtown Clearwater; and

WHEREAS, a guiding principle of the Community Redevelopment Plan states, "The revitalization of Downtown Clearwater is critical to the City's overall success. The city will use all tools and incentives available in the CRA to revitalize Downtown"; and

WHEREAS, The SkyView, located at 400 Cleveland Street, is a new mixed-use redevelopment project featuring 31 residential units and 6,500 square feet of restaurant space; and

WHEREAS, prior to approval by the Community Development Board, city staff provided a report stating, "A thorough review of the (Downtown Redevelopment) Plan was conducted and a myriad of Visions, Goals, Objectives and Policies were identified as applicable to, supported by, or in support of the proposal..."; and

WHEREAS, the city's June 2014, Urban Land Institute Advisory Services Panel Report (ULI Report) Clearwater Florida: A New Vision for Downtown, recognized that, "Cleveland Street, specifically the 400 to 600 blocks, acts as Downtown's central business spine and organizing element..." and "areas surrounding Cleveland Street have seen less infrastructural investment..."; and

WHEREAS, Imagine Clearwater: A Community Vision for the Downtown Clearwater Waterfront (Imagine Clearwater Plan) identifies the project area as an integral piece of the overall revitalization of the bluff and waterfront, "...The intersection of Cleveland Street and Osceola Avenue, the future gateway to the waterfront, should become the crossroads for Clearwater's downtown. Strengthening Osceola will better knit together the waterfront to downtown by unifying the district..."; and

WHEREAS, the Imagine Clearwater Plan recommends working with developer(s) to ensure that projects meet the community's vision and productively contribute to Downtown, and "... should help create a vibrant streetscape that promotes walkability and connectivity between the waterfront and Downtown"; and

WHEREAS, right-of-way improvements, including but not limited to decorative pavers, will be completed by the developer at the intersection of Cleveland Street and Osceola Avenue

and the approximately 260 feet of frontage along North Osceola Avenue and a portion of Laura Street as illustrated in the attached Exhibits A1 and A2; and

WHEREAS, these right-of-way improvements will aesthetically enhance the area and visually link Osceola Avenue and Laura Street with the existing Cleveland Street Streetscape improving the pedestrian experience; and

WHEREAS, upon completion of the right-of-way improvements, and final approval by all required city departments, the CRA will reimburse an amount not to exceed \$55,000 for the cost of pavers; and

NOW THEREFORE, in consideration of the premises, the mutual covenants, and promises contained herein, and other good and valuable consideration, the Developer and the CRA agree and covenant each with the other as follows:

ARTICLE I. TERM

The term of this agreement shall be for a period of six (6) months commencing on the effective date , unless earlier terminated under the terms of this agreement.

ARTICLE II. RESPONSIBILITIES OF DEVELOPER

- 1) **Documentation of Work to be Completed.** Developer will provide all necessary documentation, including proposals, invoices, and receipts pertaining to the right-of-way improvements.
- 2) **Certification of Approval.** Developer will provide documentation showing that all appropriate city departments have approved the right-of-way improvements prior to the CRA disbursing any funds.
- 3) **Liability and Indemnification.** Developer shall act as an independent contractor and agrees to assume all risks of providing the activities and services herein agreed and all liability therefore, and shall defend, indemnify, and hold harmless the CRA, its officers, agents, and employees from and against any and all claims of loss, liability and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property, except claims arising from the negligence of the CRA or CRA's agents or employees. This includes, but is not limited to, matters arising out of or claimed to have been caused by or in any manner related to the Developer's activities or those of any approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by Developer whether or not based on negligence. Nothing herein shall be construed as consent by the CRA to be sued by third parties, or as a waiver or modification of the provisions or limits of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.
- 4) **Compliance with Laws.** Developer shall comply with all applicable federal, state, county and local laws, rules and regulations. If it is ever determined that this Agreement violates any federal, state, county or local laws, rules or regulations, then Developer shall comply in a timely manner or CRA may terminate.

ARTICLE III. RESPONSIBILITIES OF THE CRA

- 1) **Funding.** The CRA agrees to reimburse an amount not to exceed \$55,000 for the cost of pavers in the city right-of-way as shown in the attached Exhibits A1 and A2.
- 2) **Funding Stipulation.** No reimbursement for the pavers will be made until a certificate of occupancy has been issued for the Project and all work in the right-of-way and right-of-way permits, etc. have been satisfied or approved by all involved city departments.

ARTICLE IV. MODIFICATION OF AGREEMENT AND DISCLAIMER OF WARRANTIES

This Agreement constitutes the entire Agreement of the parties on the subject hereof and may not be changed, modified or discharged except by written Amendment duly executed by both parties. No representations or warranties by either party shall be binding unless expressed herein or in a duly executed Amendment hereof.

ARTICLE V. TERMINATION

- 1) **For Cause.** Failure to adhere to any of the provisions of this Agreement in material respect shall constitute cause for termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days notice of termination. If the default is not cured within the thirty (30) day period following receipt of notice, this Agreement shall terminate on the thirty-first (31st) day.

ARTICLE VI. NOTICE

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid), on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

1) If to Developer addressed to: Moises Agami, Owner
400 Cleveland, LLC
400 Cleveland St.
Clearwater, FL 33756

2) If to CRA, addressed to: Amanda Thompson, Director,
Community Redevelopment Agency
P. O. Box 4748
Clearwater, FL 33758-4748

With copies to:

Pamela Akin, City Attorney
City of Clearwater
P. O. Box 4748
Clearwater, FL 33758-4748

ARTICLE VII. EFFECTIVE DATE

The effective date of this Agreement shall be as of the date written below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2018.

Countersigned:

Community Redevelopment Agency

George N. Cretekos
Chairman

Amanda Thompson
Director

Approved as to form:

Attest:

Pamela Akin
City Attorney

Rosemarie Call
City Clerk

400 CLEVELAND, LLC

By: _____
Moises Agami
Owner

Attest:
