

Exhibit A

Forms

EXHIBIT A – FORMS
EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Terms and Conditions may render a Proposal non-responsive.**

 X No exceptions
 Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

 No additional materials have been included with this proposal
 X Additional Materials attached (describe--attach additional pages if needed)
 SEE FULL PROPOSAL

Acknowledgement of addenda issued for this solicitation:

Prior to submitting a response to this solicitation, it is the vendor's responsibility to confirm if any addenda have been issued.

Addenda Number	Initial to acknowledge receipt
1, 2, 3, 4 & 5	CA

Vendor Name CITY CENTER DEVELOPMENT GROUP Date: 4-9-2021

**EXHIBIT A – FORMS
VENDOR INFORMATION**

Company Legal/Corporate Name: CITY CENTER DEVELOPMENT GROUP, LLC

Doing Business As (if different than above): _____

Address: 240 W. BAY CEDAR CIRCLE

City: JUPITER State: FL Zip: 33458

Phone: 954-646-8204 Fax: _____

E-Mail Address: CGOVAN@CITYCENTERDEV.COM Website: _____

DUNS # _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this proposal:

Name: CRAIG GOVAN Fax: _____

Phone: 954-646-8204 E-Mail Address: CGOVAN@CITYCENTERDEV.COM

Day-to-Day Project Contact (if awarded):

Name: CRAIG GOVAN Fax: _____

Phone: 954-646-8204 E-Mail Address: CGOVAN@CITYCENTERDEV.COM

____ Certified Small Business

Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

EXHIBIT A – FORMS
VENDOR CERTIFICATION OF PROPOSAL

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: CITY CENTER DEVELOPMENT GROUP, LLC

Signature: 

Printed Name: CRAIG GOVANI

Title: PRESIDENT

Date: 4-9-2021

**EXHIBIT A – FORMS
SCRUTINIZED COMPANIES FORMS**

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

**IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND
SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY
DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

Authorized Signature

CRAIG GOVAN
Printed Name

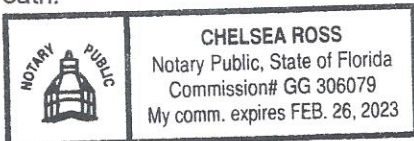
PRES.
Title

CITY CENTER DEVELOPMENT GROUP, LLC
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 9th day of April, 2021, by Craig Govan (name of person whose signature is being notarized) as the President (title) of City Center Development Group LLC (name of corporation/entity), personally known _____, or produced FL Driver License (type of identification) as identification, and who did/did not take an oath.



Notary Public

Chelsea Ross
Printed Name

My Commission Expires: 02/26/2023
NOTARY SEAL ABOVE

**EXHIBIT A – FORMS
SCRUTINIZED COMPANIES FORMS**

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL.
FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL
NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.



Authorized Signature
CRAIG GOVAN

Printed Name
PRES.

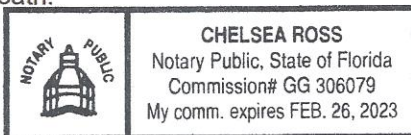
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CITY CENTER DEVELOPMENT GROUP, LLC


Name of Entity/Corporation

STATE OF Florida

COUNTY OF Palm Beach

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Notary Public
Chelsea Ross

Printed Name

My Commission Expires: 02/26/23
NOTARY SEAL ABOVE

**EXHIBIT A – FORMS
E-VERIFY ELIGIBILITY FORM**

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.



Authorized Signature
CRAIG GOVAN

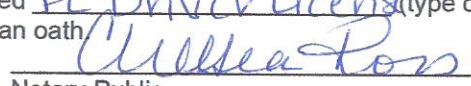
Printed Name
PRESIDENT

Title
CITY CENTER DEVELOPMENT GROUP, LLC

Name of Entity/Corporation

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 9th day of April, 2021, by Craig Govan (name of person whose signature is being notarized) as the President (title) of City Center Development Group, LLC (name of corporation/entity), personally known _____, or produced FL Driver License (type of identification) as identification, and who did/did not take an oath _____

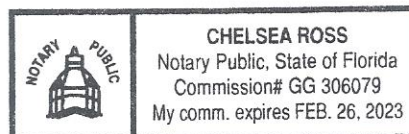


Notary Public

Chelsea Ross

Printed Name

My Commission Expires: 02/26/23
NOTARY SEAL ABOVE



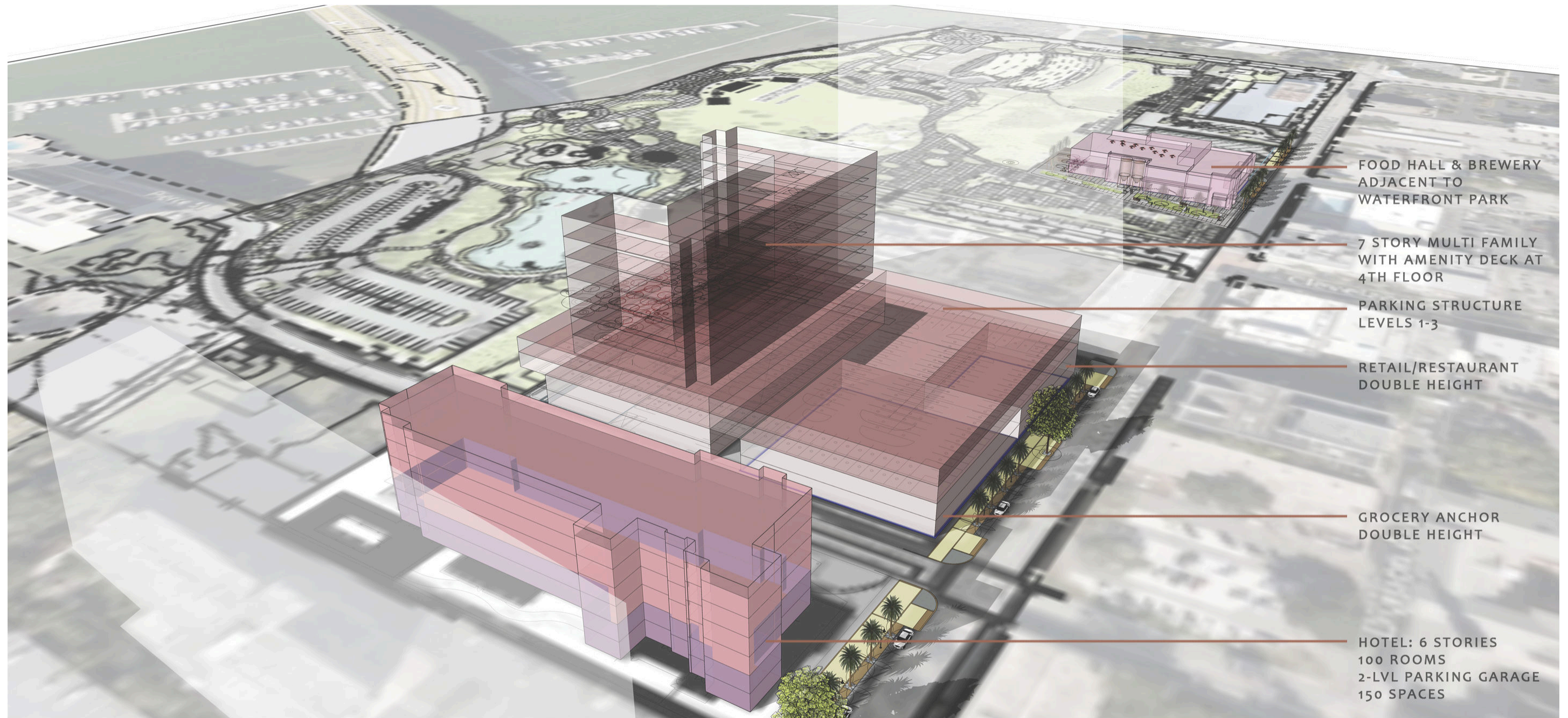
Supporting Documents

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

RESTAURANT
RETAIL AT
PARK EDGE

URBAN GROCERY
ANCHOR
RETAIL ADJACENT

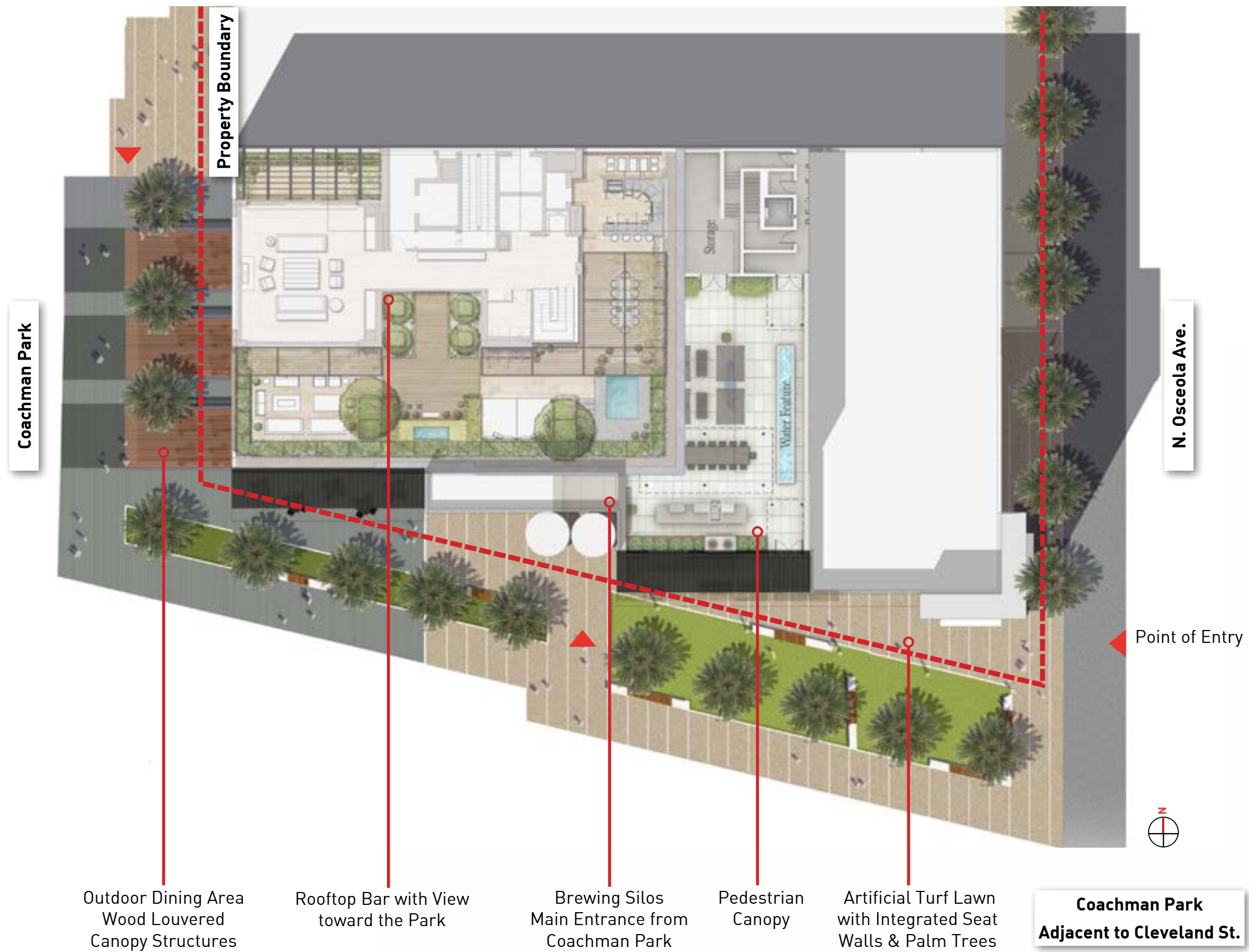
CONCEPT PLAN
DOWNTOWN CLEARWATER SITE CONTEXT



MASSING DIAGRAM
AERIAL PROGRAM CONTEXT



RENDER FOOD HALL BREWERY
OVERLOOKING WATERFRONT PARK (HARBORVIEW SITE)





Downtown Clearwater Waterfront Development | Food Hall Brewery



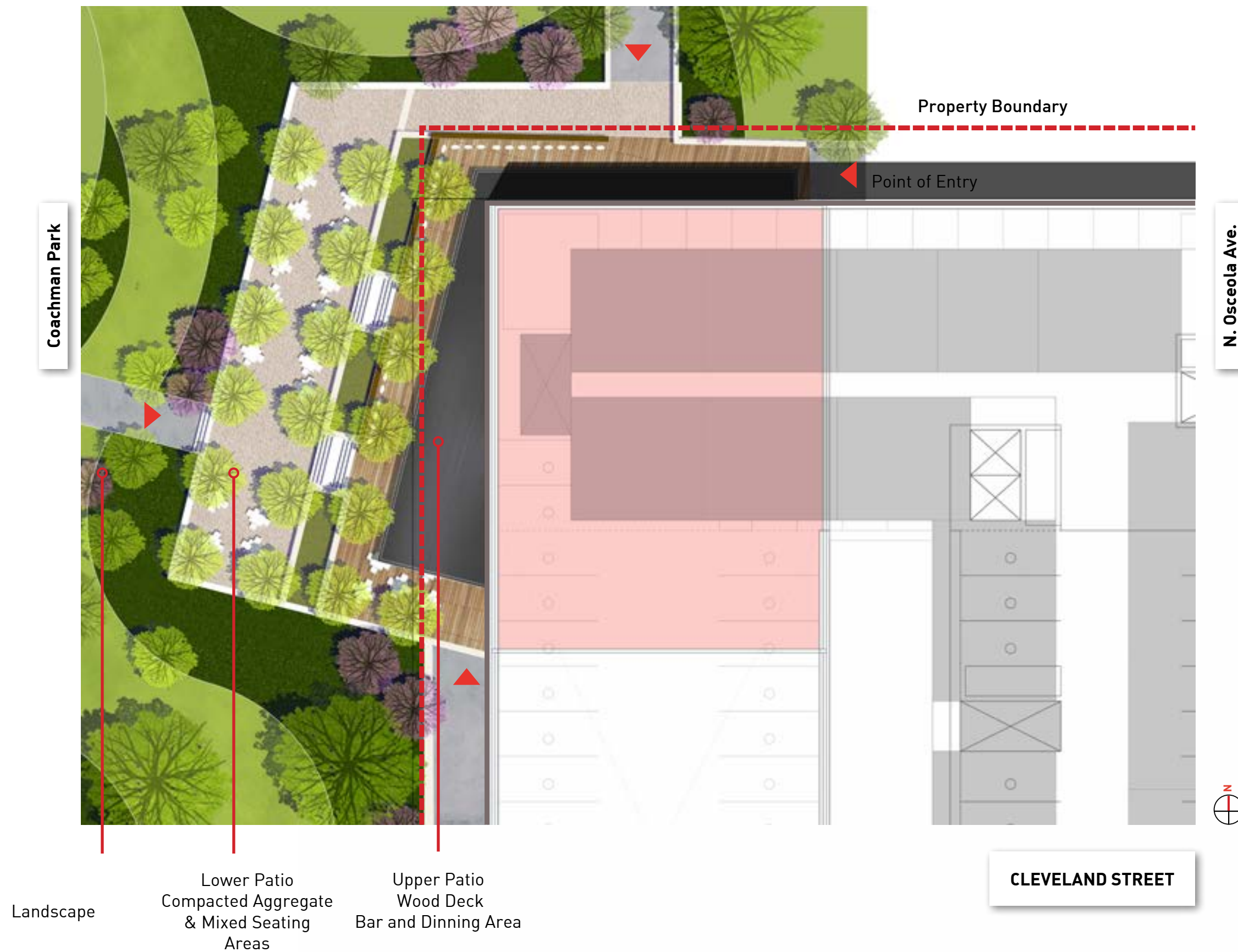
RENDER MIXED USE COMPLEX
OVERLOOKING WATERFRONT PARK (CITY HALL SITE)



RENDER RETAIL MARKET
STREET EDGE OSCEOLA AVE (CITY HALL SITE)



RENDER RESTAURANT
ACTIVE PARK EDGE (CITY HALL SITE)





Downtown Clearwater Waterfront Development | Restaurant



IMAGE REFERENCES
MIXED USE COMPLEXES

FILEVEN
18
ARCHITECTURE
BY WOMEN'S BUSINESS ENTERPRISE

NAK
design strategies



IMAGE REFERENCES
HOTEL WITH PARKING INTEGRATED

ELLEN
18
ARCHITECTURE
BY WOMEN'S BUSINESS ENTERPRISE

NAK
design strategies

(Note: below is the Letter of Intent for lease of the entirety of Food Hall and Brewery building)

City Center Development Group, LLC

April 7th, 2021

Jeremy Roberts
400 Pittman St
Orlando, FL 32801

VIA EMAIL: rober1je26@gmail.com

Re: Proposed Tenancy of Clearwater Culture, LLC for a Brewery and Food Hall at Clearwater City Center ("Shopping Center")

Dear Jeremy,

The following sets forth a lease for a proposed facility at the above referenced location. We are pleased to present the following basis upon which the parties may negotiate a lease agreement, but does not constitute a binding agreement:

PREMISES: Approximately 18,000 square-feet located at the proposed Clearwater City Center located as noted in Exhibit 'A', the attached site plan.

LANDLORD: City Center Development Group, LLC and/or its affiliate(s) or assignee(s)

TENANT: Clearwater Culture, LLC

GUARANTOR: Corporate and personal guarantee for the term of the lease and any extension(s) thereof.

INITIAL TERM: Ten (10) years

OPTIONS: Tenant shall have two (2) consecutive five (5) year renewal options, exercisable on 9 months' notice

ANNUAL BASE RENT: Annual Base Rent shall be paid on a monthly basis in accordance with the following schedule:

Years	Rent PSF	Annual Base Rent
1 - 5	\$28.50	\$ 513,000.00
6 – 10	\$30.00	\$ 540,000.00

First Option 10 – 15 Annual Base rent shall increase by ten percent (10%) every five (5) years.

Second Option 16 -20 Annual Base rent shall increase by ten percent (10%) every five (5) years.

ADDITIONAL RENT: Tenant will reimburse Landlord its pro-rata share of Landlord's common area maintenance expenses, management fees, real estate taxes, and property, liability, and umbrella insurance expenses

RENT COMMENCEMENT: All of the terms and provisions of the Lease shall be effective as of the date of Lease execution with the exception of the obligation to pay Annual Rent and Additional Rent. The initial term of the Lease shall commence on the date ("Commencement Date") which is two hundred ten (210) days after the shell has been turned over to tenant by Landlord or 30 days after opening whichever comes first, and Tenant and Landlord has received all necessary permits for the construction of the facility.

CONSTRUCTION: Landlord and Tenant shall agree to a concept plan prior to lease execution. Landlord shall deliver the utilities, sanitary lines, building envelope, foundation, electrical, fire/smoke protection, storefront windows and doors, roof, HVAC(s) including ductwork and grills, grease trap(s), kitchen hoods and ansul systems where required, exterior façade, electrical panels and 1st rough in per plan, underground plumbing stub ups per plan, bathrooms, unpainted demising

walls, dumpster enclosure, and common areas in Apopka City Center. Tenant shall be responsible for all items above commercially-accepted "vanilla shell" standards, including, but not limited to, kitchen buildout(s), brewery equipment, trade fixtures, furniture, and interior and exterior signage.

TENANT ALLOWANCE: Landlord will provide tenant with \$375,000 in Tenant improvement allowance. 50% (\$187,500) will be provided upon approved Framing inspection and the remaining 50% (\$187,500) will be paid up certified certificate of occupancy.

IMPACT FEES: All impact fees will be landlord's responsibility.

SIGNAGE: Tenant shall have the right to install its customary storefront sign, provided Tenant complies with the lawful requirements of governmental authorities. Additionally, if there is a monument or pylon sign on which one or more occupants of the Shopping Center have identification panel(s), then Tenant shall be entitled to install its double-sided full length identification panel on such sign at no additional cost to Tenant.

Tenant shall also be permitted to place "Coming Soon" and "Grand Opening" banners in the storefront, as applicable, for 12 weeks each, plus erect similar banners for special promotions during the term of the lease for up to 2 weeks each, four (4) times per calendar year. All such banners to be reasonably reviewed and approved by Landlord prior to fabrication and installation.

USE: Tenant shall use and occupy the Premises as a brewery and food hall. Tenant shall neither use nor occupy the Premises for any other purposes without Landlord's prior written consent. Tenant shall provide a list of food uses/operator in the food hall to Landlord, which shall be approved by Landlord in Landlord's sole discretion and shall not violate any exclusive food uses at the Shopping Center.

EXCLUSIVE: Landlord represents and warrants that it shall not enter into an agreement (excluding tenants currently existing) with any other occupant in the Shopping Center that has the same use as the Tenant. Tenant shall not violate any other tenant's exclusive in the Shopping Center.

TENANT HOURS: To be determined.

MAINTENANCE: Landlord shall be responsible for maintaining in good repair (including making replacements as necessary) the roof, structure and exterior portions of the Premises, buildings, and Shopping Center, including the common areas. Tenant shall maintain, repair, and replace the HVAC and will service the unit(s) on a semi-annual maintenance schedule. Landlord shall maintain any mechanical

equipment which serves the Premises, as well as any utility lines which are concealed, or which are not located within the Premises.

SECURITY DEPOSIT: Tenant shall deposit with Landlord \$42,000 as a security deposit for the Premises. (One Months base Rent)

CONTINGENCY: The lease agreement shall be contingent upon Landlord receiving any and all necessary permits and approvals required by the applicable governmental authorities, as well as the guarantee backstop from the City of Apopka. Landlord shall have a period of nine (9) months from lease execution to obtain such approvals. In the event such approvals are denied by the applicable authorities or include conditions unacceptable to Landlord, Tenant's security deposits and prepaid rent, if any, shall be completely refundable within ten (10) days written notice from Tenant.

ASSIGNMENT: Tenant may not assign the lease without Landlord's written consent.

TENANT'S BROKERS: No Broker

SALES REPORTING: Tenant shall provide Landlord with annual sales reports.

This letter is intended merely as an expression of intent, and by signing below, each party agrees that (i) this letter does not create any binding obligation on either party, (ii) either party may terminate Lease negotiations at any time for any reason without liability to the other party, and (iii) any party proceeding on the basis of this letter (whether with or without the knowledge of the other party) is doing so at its sole risk. Without limiting the foregoing, Landlord acknowledges that Tenant's execution of this letter does not signify that the lease transaction has received Tenant's necessary corporate and municipality approvals, and that there is no assurance given by Tenant that such approvals will be obtained.

Please evidence your agreement with the foregoing provisions of this letter by signing the enclosed counterpart of this letter and returning the same to me.

AGREED AND ACCEPTED this 7th day of April, 2021.

TENANT:

By: _____

LANDLORD:

By: _____

Exhibit "A"



April 9, 2021

To Whom It May Concern
City of Clearwater, FL

RE: Craig Govan / City Center Development Group, LLC

Bank OZK has done business with Craig Govan since 2016, specifically several development and construction loans involving national hotel and credit tenant retail properties. Our experience has been very satisfactory and Craig is well versed in all aspects of construction, tenant negotiation and bringing a project to successful completion. We are confident that the proposed Clearwater redevelopment project will be handled in a like manner and have a strong interest in providing \$15,000,000 or greater in construction and permanent financing for the proposed Hotel Project.

If any further information is needed, please do not hesitate to contact me directly.

Sincerely,

Martin S. Roman

Martin Roman
SVP Commercial Banker
Bank OZK
407.694.6025



BANK NMLS# 464037

ozk.com
Member FDIC



my100bank.com

A Home BancShares Company

David A. Felker
Senior Vice President
970 Rinehart Rd.
Lake Mary, FL 32746
407-371-6873 office
407-340-1443 cell
dfelker@my100bank.com

April 9, 2021

**To Whom It May Concern
City of Clearwater, FL**

RE: Craig Govan / City Center Development Group, LLC

Centennial Bank has done business with Craig Govan since 2017, specifically several development and construction loans involving national credit tenant retail properties. Our experience has been very satisfactory and Craig is well versed in all aspects of construction, tenant negotiation and bringing a project to successful completion. We are confident that the proposed Clearwater redevelopment project will be handled in a like manner and have a strong interest in providing \$5,000,000 or greater in construction and permanent financing for the Brewery / Food Hall Project.

If any further information is needed, please do not hesitate to contact me directly.

Sincerely,

David Felker

David A. Felker
Senior Vice President
Centennial Bank – Central Florida



Devesh Nirmul CEM | CSDP | LEED AP O+M
Vice President
2600 Maitland Center Parkway
Suite 370
Maitland FL 32751
dnirmul@counterpointees.com

April 12, 2021

Attn: Master developer City Center Development Group, LLC, and its limited partners

Re: CounterpointeSRE's C-PACE Financing for the sustainability/resiliency focus of Proposal to acquire or lease for redevelopment the three sites made available in the Downtown Clearwater RFP

To Whom it May Concern:

Through this letter, Counterpointe Sustainable Real Estate (CSRE), expresses its strong and strategic interest in providing Commercial Property Assessed Clean Energy (PACE) financing capital and related guidance for the City Center Development Group's proposed resilient and sustainable re-development approach for three City of Clearwater downtown sites. The CounterpointeSRE Team is familiar with the City's economic redevelopment focus and is an approved Commercial PACE provider through Pinellas County's PACE Program which includes the City of Clearwater.

Many of the eligible measures / investments you will make that are both fundamental to the redevelopment project as well as necessary to qualify for LEED and WELL certification will be PACE eligible. At your convenience, please provide design, engineering and construction documents including a line-item construction budget so that we can begin the process of pre-identifying eligible PACE components of the project. PACE can cover qualifying soft, ancillary and hard construction costs related to all of the commercial property types (hotel, food hall/brewery, mixed-use-workforce multifamily-retail) being proposed for this redevelopment project.

Sincerely,

A handwritten signature in black ink, appearing to read "Devesh Nirmul", is positioned above the typed name.

Devesh Nirmul CEM | CSDP | LEED AP O+M
Vice President
Counterpointe Sustainable Real Estate



1105 KENSINGTON PARK DRIVE, SUITE 200
Altamonte Springs, Florida 32714

TEL: (407) 333-3233 | FAX: (407) 333-3919

Marketing and Lease-up Plan

Quantifying the specifics of the marketing effort, we plan to aggressively implement a "lease-up" schedule, which will be developed through the establishment of weekly rental goals. Our marketing efforts will be executed in three stages: signage, community contact/public marketing, and on-site leasing. Each of these stages is designed to ensure that we reach a diverse population, who all have the opportunity to learn about the affordable apartment homes.

Stage one in the marketing/outreach program will be the placement of signage on the property site. The signage will include a telephone number, email address and website URL where potential residents can request information. Each inquiry will be answered by Wendover staff, and each person who requests information will be placed on the resident waiting list. This list will remain in place until the project has reached 100% occupancy and then will be utilized by the staff when an apartment home becomes available for rent.

Stage two will focus on community contact and public marketing. Wendover will also deliver flyers/brochures to HR departments at large employers, churches, community centers, real estate offices, government offices, banks, hotels, restaurants, grocery stores, retailers, hospitals and medical offices. A primary target demographic will be what we call "essential service workers," who will be reached through personal contact with local hospitals, police and fire departments and schools. Service organizations and the public housing agency will also be included in our efforts. The internet will be heavily utilized as a marketing tool. We will be developing a project-specific website as well as contracting for the community to appear on web sites such as Apartments.com, Apartmentguide.com and Rent.com. Social media, including Facebook, Instagram and other platforms, will also be utilized, as well as earned media. All initial community contact and public marketing will begin 90 days prior to the anticipated delivery of the Certificates of Occupancy for the first phase of the community.

Stage three of our marketing/outreach program will be implemented when construction nears completion. Additional signage, balloons, flags and leasing banners will be placed on site, along with a leasing trailer where potential residents will be able to meet with our staff and to receive more in-depth information on the community. We will start the application process with potential residents at this time.

In Conclusion

We would be happy to answer any questions that arise for City and CRA staff in their review of this proposal. Please feel free to contact:

Craig Govan, President
City Center Development Group, LLC
Jupiter, FL 33458
(954) 646-8204
cgovan@citycenterdev.com